33A/243
Map 119-6
Par. 14

FILED

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

BONNIE SUE WARNACK *

VS. * NO. 85D-3196

BOBBY LEE WARNACK *

BOOK 5822 PAGE 811

FINAL DECREE

This cause came on to be heard on the 6th day of March, 1986, before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee, upon original Complaint for Absolute Divorce filed by wife, filing of the Property Settlement Agreement entered into by and between the parties, and, after testimony of wife, the Court was of the opinion that the allegations had been fully sustained, that is, the parties have irreconcilable differences and wife is granted an absolute divorce and the Court affirmatively finds that the agreement entered into by and between the parties makes adequate and sufficient provision for the custody and maintenance of the parties' minor child and for an equitable settlement of the property rights of the parties.

It is, therefore, ORDERED by the Court that wife is granted an absolute divorce on the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is further ORDERED by the Court that the agreement entered into by and between the parties is affirmatively found to make for adequate and sufficient provision for the custody and maintenance of the parties' minor child and for an equitable settlement of the parties' property rights. The agreement is made a part of this Decree and reads and words and figures as follows:

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

BONNIE SUE WARNACK *

VS. * NO. 85D-3196

BOOK 6822 PAGE 815

BOBBY LEE WARNACK *

PROPERTY SETTLEMENT AGREEMENT

In this cause, it appears to the Court that wife has filed a Complaint for absolute divorce and that the parties desire to settle their custody and property rights, all subject to the approval and sanction of the Court, and should the Court see fit to grant wife an absolute divorce in this cause, the parties have agreed as follows:

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

2. Husband will be responsible for the following charges or indebtednesses incurred by the parties:

Mastercard
Sears
Phillips Oil Company
Exxon Oil Company
First American personal line of credit
Dr. Justice

3. Husband will receive all right, title and interest to the 1980 Buick Skylark automobile and be responsible for all indebtedness thereon.

4. Husband will receive all right, title and interest in the savings account at First American National Bank in the approximate amount of $850.00.

5. Husband will retain all right, title and interest to the savings account at Dixie Credit Union in the approximate amount of $400.00.

6. Wife will be responsible for and pay for the following charges:

VISA
Cain Sloan
Dr. Justice, $69.00
Hermans Finance Company, $800.00

7. Wife will receive as her sole and separate property the savings account at Fidelity Federal in the approximate amount of $100.00.

8. Wife will receive as her sole and separate property the real property located at 102 Elberta Street.

9. Wife will receive all household items in her possession.

10. Wife will recieve all right, title and interest to the 1984 Oldsmobile automobile.

11. Wife will receive the four cemetery lots at Woodlawn as her sole and separate property.

12. Husband will retain a 1973 Volkswagon automobile and will purchase a car in good working order for the son of the parties within sixty (60) days.

13. Husband will receive all right, title and interest to the real estate located on Hamilton Church Road, which is Map 165, Parcel 97.

14. Husband will pay to wife the amount of $300.00 per month as child support.

15. Husband will retain all right, title and interest to wife's wedding rings.

16. Husband will retain as his sole and separate property the picture of Union Station.

17. Husband will keep in full force and effect hospitalization insurance for the parties' minor son.

18. It is agreed by and between the parties that there are two lake lots at Ft. Donelson Shores Lake Barkley. These are Lots 90 and 91. The parties will agree that each son, Joe Randel Warnack, age 20, and Jason Warnack, age 16, will each receive one of these lots. The full description will be set forth in the Final Decree. Due to the fact that Jason Warnack is a minor, the property will be conveyed to his mother as Trustee and when he reaches the age of 18, the

property will be conveyed from his mother as Trustee to him.

19. The parties agree that there are two loans at Third National Bank, one in the amount of $934.56 will be paid by husband and another in the amount of $4,428.48. This indebtedness is now being paid by the parties' son and in the event he defaults on payment of the loan or becomes delinquent, wife will be responsible for said loan and will hold husband harmless from this indebtedness.

20. Husband agrees to pay for the parties' son, Jason, to attend a trade school and will pay all expenses related thereto.

21. It is further agreed by and between the parties that a full description of all the properties will be set forth in the Final Decree.

22. Both parties agree that this agreement makes adequate and sufficient provisions for the custody and maintenance of the parties' minor child and for an equitable settlement of the parties' property rights.

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

24. 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.

25. 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 22nd day of January, 1986 as to the Wife and on the 22nd day of January, 1986 as to the Husband.

Bonnie Sue Warnack
BONNIE SUE WARNACK

Bobby Lee Warnack
BOBBY LEE WARNACK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

Witness my hand and official seal this 22nd day of January 1986.

[illegible]
NOTARY PUBLIC

My Commission Expires: July 27, 1986.

The property described in paragraph 8 is now vested in wife to be her sole and separate property at 102 Elberta Street, is described in words and figures as follows:

> Land in Davidson County, Tennessee, being lot no. 127 on the resubdivision of lots 3, 4 and parts of 5 and 6, Cumberland Nurseries, of record in Book 332, Page 148, Register's Office for said county. Said lot no. 127 fronts 50 feet on the northerly side of Elberta Street and runs back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to Dennis C. Tramel and wife, Omah Tramel, by Deed from Edgar Turrentine and wife, Willimina Turrentine, of record in Deed Book 3507, Page 453, Register's Office of Davidson County, Tennessee. This conveyance is made subject to all restrictive covenants, easements and setback lines that are applicable to the above described property. This conveyance made subject to a deed of trust of record in Book 3545, Page 417, Register's Office for Davidson County, Tennessee.

It is further ORDERED by the Court that the property described in paragraph 11, the four cemetary lots, which wife is to receive, is described in words and figures as follows:-

> Lot no. 40C, Grave no. 1, 2, 3 and 4 of Time Garden of Woodlawn Memorial Park, a cemetary situated in Davidson County, in the State of Tennessee, in accordance with the plat thereof duly recorded in the office of the party of the first part, and as therein shown, said lot to be used in all respects and at all times subject to the by-laws, rules and regulations now existing or which shall hereafter be adopted by the party of the first part or by any duly authorized assocation whose membership shall be composed of those having rights of sepulture under similar indentures.
>
> The above described property shall have the benefit of the perpetual maintenance trust fund now in hand and to be created by Woodlawn Memorial Park of Nashville, Inc., and the owner and holder of this indenture or if it be jointly owned then one of such joint owners.

It is further ORDERED by the Court that the property described in paragraph 13 now vested in husband be his absolutely is described in words and figures as follows:

> Being lot no. 3 on the plan of Warnack Acres as of record in Book 4060, Page 145, Register's Office for said county.
>
> Said lot fronts 137.3 feet on the southerly side of Hamilton Church Road and extends back 655.2 feet on the easterly line and 656.3 feet on the westerly line, to a dead line in the rear and measures 128.9 feet thereon.

Being part of the property conveyed to Annie Irene Warnack by deed of record in book 1261, page 254, Register's Office of said county.

Said property is conveyed subject to an Owner's Certificate, shown on said recorded plan; a 150 feet set back line from Hamilton Church Road; a 10 foot easement for public utilities along the east line and across the rear; and said property being conveyed is likewise subject to the following notation, shown on the recorded plan, as follows: "Any new well used for water supply shall be drilled to the rear of any residence and a minimum of 100 feet from any sewage disposal field."

It is further ORDERED BY THE Court that the property described in Paragraph 18 is described in words and figures as follows:

Lots no. 90-91 in Unit 1 in the Ft. Donelson Shores Subdivision Plat, to which is of record in Plat Book 1, Page 91, in the office of the Register of Deeds in Stewart County, Tennessee.

The above described lot as conveyed and transferred is subject to the restrictions, reservations, easements and all other covenants running with the title to said real estate as stated in and on the plat of said subdivision and as recorded on said plat which is of record in said Plat Book 1, Page 91, in the office of the Register of Deeds in Stewart County, Tennessee, all of which are by this reference made a part of this instrument, the same as if written herein in full.

The above described property is a portion of the land conveyed to the grantor by deed from Mason Thomas, John D. Stamps, et al, dated the 25th day of May, 1964 and of record in deed book 165, Page 246, in the office of the Register of Deeds of Stewart County, Tennessee.

Being the same property conveyed to Bobby Lee Warnack and wife, Bonnie Sue Warnack, for their joint lives, as tenants in common, with fee simple title to vest in the survivor of them and their heirs and assigns forever and grantor covenants with grantee that it is lawfully seized and possessed of the land herein conveyed; that the same is unencumbered and grantor binds itself, its successors or heirs to warrant and forever defend the title to said land and to the above named grantees, their heirs and assigns, against the lawfull claims of all persons whomsoever.

It is further ORDERED by the Court that Lot 90, pursuant to the Agreement of the parties, is now vested in Joe Randall Warnack, to be his absolutely.

It is further ORDERED by the Court that Lot 91 is vested in Bonnie Sue Warnack as Trustee for Jason Warnack and upon his reaching age 18, said trustee will convey to

him by Warranty Deed or otherwise, this property to be his absolutely.

It further appears to the Court that wife's address is 371 Wallace Road, Apt. B6, Nashville, Tennessee 37211 and that husband's address is 3831 Hamilton Church Road, Antioch, Tennessee 37013.

ENTER: This 6 day of March, 1986.

JUDGE

APPROVED FOR ENTRY:

JACK A BUTLER
ATTORNEY FOR WIFE

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. Bobby Lee WArnack, he having no attorney of record, 3831 Hamilton Church Road, Antioch, Tennessee 37013 this 6 day of March, 1986.

JACK A. BUTLER

BOOK 6822 PAGE 822

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TOP-NOTCH REFERENCE

APR 7 11 25 AM '86

FOUNTAIN T. BELL, JR.
DAVIDSON COUNTY, TENN.

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* Probate ~~Circuit~~ *Court for Davidson County, Tennessee, on the* 6th *day of* March, *19* 86, *in Case Number* 85D-3196 *between* Bonnie Sue Warnack *Plaintiff, and* Bobby Lee Warnack *Defendant, as same remains of record in Book* 33A, *Page* 243 *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* 7th *day of* April *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Rooker *D.C.*

Form #GR-117