1/29/85

358/1386

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAN 29 PM 2:50

D.C.

DAVID WILLITS SWANSON,

Plaintiff

-vs-

SHARON RUTH SWANSON,

Defendant

NO. 81D-419

MAP 142-09-B
PARCEL 805

FINAL DECREE

BOOK 6823 PAGE 825

This cause came on to be heard on the 29th day of January, 1985, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, on the counterclaim for divorce filed by Sharon Ruth Swanson, the original complaint for divorce having been abandoned. Upon the testimony of the counterplaintiff, statements of counsel, and the 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 counter-

plaintiff, Sharon Ruth Swanson, is hereby awarded an absolute divorce from David Willits Swanson, on the grounds of irreconcilable differences, T.C.A. 36-801-II, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Agreement and the same is hereby incorporated in words and figures as follows:

89632

IDENTIFICATION REFERENCE

APR 8 11 26 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

11/14/84

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID WILLITS SWANSON,
Plaintiff

-vs-

SHARON RUTH SWANSON,
Defendant

NO. 81D-419

BOOK 6823 PAGE 823

A G R E E M E N T

This Agreement, entered into this _____ day of _____, 1984, by and between David Willits Swanson, hereinafter Husband, and Sharon Ruth Swanson, hereinafter Wife;

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Sixth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, styled David Willits Swanson, Plaintiff vs. Sharon Ruth Swanson, Defendant, bearing docket number 81D-419; and

WHEREAS, in that same action, Sharon Ruth Swanson has counterclaimed for divorce against David Willits Swanson; and

WHEREAS, the parties, without collusion, nevertheless desire to agree upon and fix their rights and duties, as relates to their respective estates and any and all matters concerning their respective rights and duties by reason of the marital relationship;

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and all other rights and all matters arising by reason of the marital relationship and in consideration of the mutual promises and convenants hereinafter set forth, the parties hereto agree and covenant as follows:

Division of Property

1. A certain condominium in Nashville, Davidson County, Tennessee, described as 805 General George Patton, Nashville, Tennessee 37221, is currently titled in the names of both parties. That property is more

particularly described as follows:



Unit No. 805, together with the Carport designated No. 805-C, in River Plantation, Section Five, Phase One, a Condominium, a Horizontal Property Regime, located on General George Patton Road, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantation, Section Five, Phase One, Condominium Apartments, recorded in Book 5200, pages 145 and 146, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 5410, page 248, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners and tenants of River Plantation, Section Five, Phase One, Condominium Apartments, contained in the Master Deed and the By-Laws appended thereto, recorded in Book 5410, page 248, Register's Office for Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the same as though copied herein. Being the same property conveyed to David W. Swanson and wife, Sharon R. Swanson by Warranty Deed of record in Book 5521, page 450, Register's Office for Davidson County, Tennessee.

2. All of Husband's right, title and interest in and to said real property is to be divested out of him and vested in Wife. Should the Court approve this Agreement, and incorporate it into a divorce judgment, then the judgment or decree itself shall, by order of the Court, divest all of Husband's right, title and interest in and to said property out of him and vest it in Wife. Husband agrees promptly to execute such other and further documents as may be necessary or appropriate to implement this term of this Agreement.

3. In the event Wife should sell the said condominium, during the lifetime of Husband's mother, Wife agrees to pay to Husband's mother, out of the proceeds of any such sale, the sum of Five Thousand ($5,000.00) Dollars.

4. Wife's automobile, a 1979 Oldsmobile Cutlass sedan, shall be hers, and shall be titled exclusively to her. Husband agrees promptly to execute any such documents as may be necessary or appropriate to implement this term of this Agreement.

5. The silver flatware, currently in the possession of Wife, is to be her property. Husband agrees promptly to execute such other and further documents as may be necessary or appropriate to implement this term of this Agreement.

6. Husband will maintain a policy, or policies, of insurance on his life, with the children designated as beneficiaries. Continuation of policy premium payments after Husband's mandatory retirement will be based upon his ability to pay. Husband may cancel or permit the cancellation of the policy of insurance upon his life designating Wife as beneficiary provided that, should he do so, he agrees to be responsible for burial expenses for Wife and the children, should any of them predecease him.

7. Certain items of personal property shall be the exclusive property of Husband. They include: Clothing of his, currently at Wife's residence; the silver service given to the parties as a wedding gift by Husband's battle group; any other silver items, should there be any, with the inscriptions from his battle group; and any slides, movies or photographs which are military in content, or which have as their subject his family, as distinguished from the family of the parties. Wife will cooperate with Husband in having copies made, at his expense, as to any slides, movies or photographs of the family of the parties. Husband agrees to arrange to obtain the items designated as his in this paragraph, and to remove them from Wife's residence, within six (6) months after the date of execution of this Agreement. After such time, Wife has no obligation to continue to hold or protect such items, and she may dispose of them as she sees fit.

8. All household furniture, appliances, furnishings and personal property in Wife's residence or possession, excepting those items described in the preceding paragraph, are the sole and exclusive property of Wife.

9. Wife will be entitled to claim as dependents for income tax purposes, any of the children so long as they remain in school and/or are otherwise eligible under provisions of the tax laws to be claimed as dependents.

10. Husband will pay and hold Wife harmless from any and all debts of his.

Other Provisions

11. Husband shall pay to Michael Miller, Wife's Attorney, the sum of Four thousand, eight hundred seventy & 94/100 ($4,870.94) as a reasonable fee to Wife's attorney for representation of her in this matter. Said amount is to be paid in monthly installments of Two hundred two and 96/100 ($202.96), payable on or before the 15th day of each month, beginning with the month of ~~December, 1984.~~ February 1985. Failure to make any such payment shall make the entire amount immediately due and payable and subject to execution.

12. Husband shall pay the costs of this action.

IN WITNESS WHEREOF, the parties hereto set their signatures on, or effective on, the day and date first above written.

HOLLINS, WAGSTER & YARBROUGH

By Edward M. Yarbrough
EDWARD M. YARBROUGH
Attorneys for Husband

David Willits Swanson
DAVID WILLITS SWANSON, Husband

GRACEY, MADDIN, COWAN & BIRD

By Michael Miller
MICHAEL MILLER
Attorneys for Wife

Sharon Ruth Swanson
SHARON RUTH SWANSON, Wife

STATE OF Illinois )
COUNTY OF Lake )

Subscribed and sworn to before me by David Willits Swanson this 21 day of December, 1984.

Bettie J. Smith
NOTARY PUBLIC

My commission expires Feb. 8, 1988.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Subscribed ~~and~~ sworn to before me by Sharon Ruth Swanson this 28th day of January, ~~1984.~~ 1985.

~~Sharon Swanson~~ Jeannie Gleaves
NOTARY PUBLIC

My commission expires 4/20/86.

IT IS ORDERED, ADJUDGED AND DECREED that all provisions of the said Agreement are hereby approved and made the judgment of the Court.

As per the Agreement, the costs of this cause, and the statement for fees and expenses of Michael Miller and Gracey, Maddin, Cowan & Bird as costs, are taxed against David Willits Swanson, for which execution may issue if necessary.

This the 29 day of January, 1985.

JAMES M. SWIGGART, JUDGE

APPROVED FOR ENTRY:

GRACEY, MADDIN, COWAN & BIRD

By _____
MICHAEL MILLER
Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201
A.C. 615/254-8756
Attorneys for Sharon Ruth Swanson

CERTIFICATE OF SERVICE

This will certify that the foregoing Final Decree was served upon the counterdefendant by mailing a true copy thereof, with postage prepaid, to Edward M. Yarbrough, Esq., Hollins, Wagster & Yarbrough, 8th Floor, Third National Bank Building, Nashville, Tennessee 37219, counsel of record for David Willits Swanson, this 29th day of January, 1985.

MICHAEL MILLER

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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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 29th *day of* January, *19* 85, *in Case Number* 81D-419 *between* David Willits Swanson *Plaintiff, and* Sharon Ruth Swanson *Defendant, as same remains of record in Book* 35B, *Page* 1386 *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* 8th *day of* April *in the year one thousand nine hundred and* 86th *and in the* 210th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

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

**Form #GR-117**