IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
1985 DEC 18 PM 2:53
GEORGE L. ROGERS, CLERK

MARGARET ANN PENNINGTON *

VS. * NO. 85D-2614 D. Baynes D.C.

ROY THOMAS PENNINGTON, SR. *

73-9 156

FINAL DECREE

This cause came on to be heard on December 18, 1985, before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee, upon original Complaint for absolute divorce filed by Margaret Ann Pennington, and, after testimony of wife, and introduction of the agreement entered into by and between the parties, the Court was of the opinion that the parties have irreconcilable differences and that a divorce should be granted to Margaret Ann Pennington and, further, the Court affirmatively finds that the agreement entered into by and between the parties makes 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.

It is, therefore, ORDERED by the Court that Margaret Ann Pennington be and she is hereby granted an absolute divorce and 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 approved and made a part of this Final Decree and the Court affirmatively finds that this agreement makes 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. Said agreement reads in words and figures as follows:

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

MARGARET ANN PENNINGTON *

VS. * NO. 85D-2614

ROY THOMAS PENNINGTON, SR. *

AGREEMENT

In this cause, it appears to the Court that wife has filed a Complaint for Absolute Divorce in this cause and that the parties are desirous of settling their property and custody 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 on the ground of irreconcilable differences, the parties have agreed as follows:-

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

2. Wife shall have the full care, custody and control of the parties' minor child and husband shall have visitation privileges at reasonable times and places.

3. Wife shall have all right, title and interest to the homeplace or real property owned by the parties and, as a propert division, wife shall pay husband Fifteen Thousand ($15,000.00) Dollars for his interest in the house, payable at the rate of $311.45 per month for a period of five (5) years. Wife will assume all obligation on the real property.

4. Husband will pay to wife the amount of $150.00 per month as child support, payable on the 1ST day of each month.

5. Husband will carry hospitalization and health insurance on the parties' minor child and will provide wife proof of such insurance upon her reasonable request.

6. Wife will claim the parties' minor child on her tax returns each year as a dependent.

7. The parties hereby agree that they can divide among themselves all other personal belongings, household furniture and fixtures, automobiles and cash.

8. The parties agree to pay, on a 50/50 basis, the balance due and owing on any Court costs.

9. Husband will reimburse wife one-half of the amount she has paid for attorneys fees.

10. Both parties agree that this agreement makes for adequate and sufficient provisions for the custody and maintenance of the parties' minor child and for an equitable settlement of the parties' 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. It is further agreed and understood that this Agreem 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.

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 5 day of NOVEMBER, 1985 as to the Wife and on the 5 day of NOVEMBER, 1985 as to the Husband.

Margaret Ann Pennington
MARGARET ANN PENNINGTON

Roy Thomas Pennington
ROY THOMAS PENNINGTON, SR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and official seal this 5 day of ~~November~~ 1985.

Cathie L. Weaver
NOTARY PUBLIC

My Commission Expires: April 17, 1988

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named ROY THOMAS PENNINGTON, SR.

, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 5 day of [illegible] 1985.

NOTARY PUBLIC

My Commission Expires: April 17, 1988

It is further ORDERED by the Court that the real property now vested in wife to be hers absolutely is described in words and figures as follows:

> Being Lot No. 378 on the plan of Burchwood Gardens, Section III, as of record in book 2900, Page 116, Register's Office for said county.
>
> Said lot being no. 378 fronts 85.86 feet on the north side of Upland Drive and runs back 145.22 feet on the west line and 144.73 feet on the east line to a dead line in the rear on which it measures 94.56 feet.
>
> Being the same property conveyed to Roy Thomas Pennington, Sr. and Margaret Ann Pennington from Robert W. Clark, III and wife, Shirley Clark as of record in Book ____, Page____, Register's Office for Davidson County, Tennessee.

It is further ORDERED by the Court such support as heretofore set forth for the support of the minor child, shall not be reduced or prorated unless specifically Ordered by the Court.

The Court further finds that the address of Margaret Ann Pennington is 1995 Upland Drive, Nashville, Tennessee 37216 and Roy Thomas Pennington, Sr., is Campbell Street, Nashville, Tennessee.

ENTER: This 18 day of December, 1985.

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. Roy Thomas Pennington, Sr., Campbell Street, Nashville, Tennessee, he having no attorney fo record, this 18 day of December, 1985.

JACK A. BUTLER

99502

IDENTIFICATION REFERENCE

BOOK 6853 PAGE 271

MAY 12 9 18 AM '86

Z. WILSON II, REGISTER
DAVIDSON COUNTY

Marf
Jack Butler
atty
1st Comm
Courier
37238

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* 18th *day of* December, *19* 85, *in Case Number* 85D-2614 *between* Margaret Ann Pennington *Plaintiff, and* Roy Thomas Pennington, Sr. *Defendant, as same remains of record in Book* 32B, *Page* 1145 *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*_____ *D.C.*

Form #GR-117

D. AA