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IN THE FOURTH CIRCUIT COURT FOR THE 20TH JUDICIAL DISTRICT
DAVIDSON COUNTY, ~~TENNESSEE~~ Tennessee

DORIS N. (ROSE) JACKSON,
PLAINTIFF

v. No. 86D-482

WILLIAM A. JACKSON, JR.,
DEFENDANT

FINAL DECREE

This cause came on to be heard on the 29th. day of April, 1986, before The Honorable ~~Muriel Robinson,~~ Joseph K. Daghman Special Judge, on a complaint for a divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon 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 Plaintiff, DORIS N. (ROSE) JACKSON, is hereby awarded an absolute divorce from the Defendant, WILLIAM A. JACKSON, JR., on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

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

0 0 2 5 8
IDENTIFICATION REFERENCE
MAY 13 1 00 PM '86
FELIX Z. WILLIAMS, JR. REGISTER
DAVIDSON COUNTY, TN

IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

Map 81
Par 86

DORIS N. (ROSE) JACKSON,
PLAINTIFF

V. No. 86D-482

WILLIM A. JACKSON, JR.
DEFENDANT

132-1
Par 30

PROPERTY SETTLEMENT AGREEMENT

It appears there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a divorce action styled DORIS N. (ROSE) JACKSON v. WILLIAM A. JACKSON, JR., Docket No. 86D-482, and it further appears there is no hope for reconciliation so that the parties desire to settle and adjudicate all property matters concerning them. Now, therefore, in consideration of the premises, the parties agree as follows:

1. DORIS N. (ROSE) JACKSON (WIFE) owns real property located at 4235 Morriswood Drive, Nashville, Tennessee, and a lot at Doak Avenue, Nashville, Tennessee. The parties agree that title to the house located at 4235 Morriswood Drive, Nashville, Tennessee, shall remain titled in the WIFE to be hers absolutely and the HUSBAND agrees to relinquish any right and interest in this property. The parties further agree that in the event this Property Settlement Agreement is made part of the Final Decree of divorce, the Final Decree itself shall operate to divest any right or interest the HUSBAND may have in this property and vest ownership absolutely in the WIFE. The legal description of said property is as follows:

> Being Lot No. 23 on the Plan of Southmeade, Section II, and a Revision of Lots 23 and 24, Section I, as of record in Book 2133, page 64, described as follows:
>
> Beginning at a power pole in the westerly margin of Prescott Road, being the southeast corner of Lot No. 23; thence north 86 deg. 22' west 282.2 feet to a concrete monument at the southwest corner of Lot No. 23 in the line of Lot No. 4; thence north 24 deg. 02' east 80 feet to an iron pin; thence northerly 71.8 feet to an iron pin in the southerly margin of Morriswood Drive; thence with margin of the same, easterly 246.8 feet to a concrete monument at the beginning of a curve; thence around said curve, southeasterly 31.4 feet to another concrete monument set in the westerly margin of Prescott Road; thence with the margin of the same, 158 feet to the beginning.
>
> Being the same property conveyed to Doris M. Rose by Quitclaim Deed from H. Stanley Allen, Jr., Trustee, of record in Book 4872, page 594, Davidson County Register's Office.

The parties further agree that the title to the lot located at Doak Avenue, Nashville, Tennessee, shall remain vested in the WIFE and the HUSBAND agrees to relinquish any right or interest he may have in this property. The parties further agree that in the event this Property Settlement Agreement is made part of the Final Decree of divorce the Final Decree itself shall operate to divest any right or interest the HUSBAND may claim in this property and vest ownership absolutely in the WIFE. The legal description of said property is as follows:

> Land in G. T. Sheegog's Subdivision at Bordeaux, as shown by map of record in Book 421, page 191, Register's Office for said County, described as follows:
>
> Beginning at a point in the southerly margin of Doak Avenue; said point being 137 feet east of the northwest corner of the property conveyed to Orbie D. Nelson and wife, Pauline W. Nelson, by deed from Lottie B. Turner, as of record in Book 1212, page 38, Register's Office for Davidson County, Tennessee; thence south 40-1/2 degrees west 167 feet to a stake; thence eastwardly 60 feet to a point; the easterly boundary line of the above-mentioned tract conveyed to Orbie D. Nelson and wife by deed from Lottie B. Turner; thence along said boundary line, north 40-1/2 degrees east 167 feet to the southerly margin of Doak Avenue; thence westwardly along the margin of said Avenue, 60 feet to the point of beginning.
>
> Being the same property conveyed to Doris M. Rose by Quitclaim deed from H. Stanley Allen, Jr., Trustee, of record in Book 4872, page 594, Register's Office of Davidson County, Tennessee.

2. The parties have heretofore divided their personal property between themselves. WIFE will receive all personal property that is presently in her possession and HUSBAND relinquishes all right to and ownership of such property with the exception of his clothes and his paint and paint tools which will become the property of the HUSBAND. HUSBAND will receive all personal property that is presently in his possession and WIFE relinquishes all right to and ownership of such property.

3. The 1973 Ford Pinto Stationwagon automobile which is presently titled in HUSBAND'S name shall be vested solely in HUSBAND and WIFE relinquishes all right to and ownership of such property. The 1982 Mercury Grand Marques automobile which is presently titled in WIFE'S name shall be vested solely in the WIFE and HUSBAND relinquishes all right to and ownership of such property.

4. The parties agree that the WIFE will pay the existing balances on the Mastercharge and VISA accounts. It is further agreed that the parties shall be responsible for the payment of any other debts or charges

which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless of any liability resulting from the failure to pay said debts when due.

5. The parties agree that the Restraining Order previously entered in this cause become a permanent injunction.

6. The parties agree that the WIFE shall be restored to her former name of DORIS N. ROSE.

7. The parties agree that WIFE shall pay all reasonable attorney's fees and court costs incurred in connection with this divorce proceeding.

8. The parties desire that this Property Settlement Agreement be incorporated as a part of any Final Decree of divorce that may be entered in the Fourth Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction over the parties, and to that end agree that it should be submitted to the Court for ratification, approval, and express incorporation by reference into the Final Decree.

9. From the date of execution of this Agreement, neither party will incur any indebtedness to the other. Should this covenant be violated and one party is required voluntarily to pay a debt for the other party, the party who makes such payment should be entitled to indemnity from the other party of all legal obligations paid, including the amount paid and reasonable attorney's fees actually incurred, and the interest actually paid not to exceed the maximum legal amount by law.

10. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. The parties have fully disclosed all their assets and liabilities to each other, and there are no representations or warranties made by either party to the other, other than those expressly set forth herein.

11. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coersion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement have legal affect and are fully understood by each party. Each party acknowledges this Agreement is fair and equitable, is being entered into voluntarily.

12. This Agreement is to be construed as a whole, is to be considered an equitable distribution of the joint assets of the parties,

and a retention by the parties of property owned by them prior to the marriage, and is in no way to be considered as a sale or transfer of property in return for the relinquishment of any marital rights.

DATED this 28th day of March, 1986.

Doris N. (Rose) Jackson
DORIS N. (ROSE) JACKSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 28th day of March, 1986.

NOTARY PUBLIC

My commission expires: January 15, 1989.

William A. Jackson
WILLIAM A. JACKSON, JR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 4 day of March, 1986.

NOTARY PUBLIC

My commission expires: 3/8/89.

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

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff shall be restored to her former name of Doris N. Rose.

Final costs of this cause shall be assessed against the Plaintiff for which execution may issue if necessary.

THIS 29th day of April, 1986.

Special JUDGE

APPROVED FOR ENTRY:

Elinor Addlestone

ELINOR ADDLESTONE,
ATTORNEY FOR PLAINTIFF
Suite 102
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Mr. William A. Jackson, Jr., 1926 Kimbark Drive, Nashville, Tennessee 37215, this 29th day of April, 1986.

Elinor Addlestone
ELINOR ADDLESTONE

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ELINOR ADDLESTONE
KITCH & ADDLESTONE
AN ASSOCIATION OF ATTORNEYS
SUITE 102
2300 HILLSBORO ROAD
NASHVILLE, TENNESSEE 37212
615-385-9911

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* 29th *day of* April, *19* 86, *in Case Number* 86D-482 *between* Doris N. Rose Jackson *Plaintiff, and* William A. Jackson, Jr. *Defendant, as same remains of record in Book* 152B, *Page* 1312 *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* 1st *day of* May *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