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D.C.

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA CAROL GAY WEBB,

Plaintiff

VS.

CLYDE L. WEBB,

Defendant

BOOK 6872 PAGE 970

NO. 81D-3071

O R D E R

This cause came on to be heard this 26th day of October, 1981, upon petition of the plaintiff for divorce before the Honorable James A. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, and it appearing to the Court that personal service was had upon the defendant and further that defendant did, pursuant to T.C.A. 36-801(II), enter into and execute a Property Settlement Agreement specifically referring to the above styled cause, and it appearing to the Court that plaintiff has sought an absolute divorce upon the grounds of irreconcilable differences, and it further appearing to the Court that the plaintiff and the defendant have entered into and executed a Property Settlement Agreement dated the 3rd day of September, 1981, and it further appearing that there exists no minor children of the marriage between plaintiff and defendant at the time of the filing of the petition nor at the time of the hearing of this cause, and it appearing that this cause was filed the 18th day of August, 1981 and has been on file for more than sixty (60) days, and it also appearing to the Court that the Property Settlement Agreement

entered into by and between the plaintiff and defendant has provided for an equitable settlement of any and all property rights between the parties.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the plaintiff, Patricia Carol Gay Webb, be and is granted an absolute divorce from the bonds of matrimony and is restored to all the rights and privilges of a single person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement dated the 3rd day of September, 1981 be and is hereby incorporated herein by reference as if set out verbatim.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Patricia Carol Gay Webb, shall pay the cost of this cause pursuant to the Property Settlement Agreement and shall bear the cost of her attorney's fee, and that the defendant, Clyde L. Webb, shall be liable for the fee of any attorney employed by him.

Entered this 16th day of October, 1981.

JUDGE

APPROVED FOR ENTRY:

SCHULMAN, LeROY & BENNETT, P.C.

By: John A. Gupton, III
John A. Gupton, III
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing order has been forwarded to the defendant, Clyde L. Webb, 113 Timber Ridge Drive, Nashville, Tennessee 37217, this 26th day of October, 1981.

John A. Gupton, III

FILED
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CLERK

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT executed this 3rd day of September, 1981, by and between Clyde L. Webb, Husband, and Patricia Carol Gay Webb, Wife.

W I T N E S S E T H:

WHEREAS, there exists irreconcilable differences between the parties hereto and they have separated and are living separate and apart and Wife has filed a Petition for Divorce in the 6th Circuit Court for Davidson County, Tennessee, Docket No. 81D-3021; and

WHEREAS, it appears that the parties hereto are unable to resolve the irreconcilable differences; and

WHEREAS, the parties desire to provide for an equitable division of their property and their rights, duties, and obligations incurred by their marital status.

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions expressed herein, the parties agree as follows, to-wit:

1. The personal property of the parties as regards household furnishings and clothing has previously been divided between the parties and each has in their possession all such property as they are entitled and each, Wife and Husband, shall relinquish all right, title, and interest in the property presently in the possession of the other party, and each assumes and agrees to pay all sums due and owing on said property as is in their possession as of the date of this Agreement and shall hold harmless and indemnify the other for claims made against such property of whatever nature.

2. Wife agrees to relinquish all right, title, and interest in and to one (1) 1975 Buick Limited automobile presently held in joint names and to execute the title therefor upon the Order of Divorce becoming final, and Husband agrees to hold

harmless Wife and indemnify her from all claims made against her arising from ownership of said property.

3. Husband and Wife own land in Davidson County, Tennessee, as tenants by the entireties, described as follows:

Land in Davidson County, Tennessee, being Lot No. 48 on the Plan of Priest Lake Park, Section 2, of record in Book 4175, Pages 56, 57, and 58, Register's Office for said County, to which said plan reference is hereby made for a complete legal description of said lot.

Said Lot 48 fronts 100.59 feet on the southerly side of Timber Ridge Drive, and runs back 140.82 feet on the easterly line and 137 feet on the westerly line to a dead line in the rear measuring 82.46 feet thereon.

BEING the same property conveyed to Clyde L. Webb and wife, Carol Webb, by Warranty Deed from Larry L. Swift and wife, Janice E. Swift, of record in Book 4783, Page 348, Register's Office for Davidson County, Tennessee.

Husband and Wife agree that, upon the Order of Divorce filed in this matter becoming final, Husband shall retain possession of the above-described property so long as Husband holds Wife harmless from any and all obligations due and owing upon such property including but not limited to real property taxes, mortgages, including but not limited to a first mortgage held by Fidelity Federal Savings & Loan Association of Nashville and a second mortgage held by Third National Bank at Nashville, and such other liens and encumbrances as might be placed upon the property or presently existing upon the property as of the date of execution of this Agreement.

Husband and Wife agree that, within thirty (30) days of the Order of Divorce becoming final, an appraiser qualified as a M.A.I. will be selected to make an appraisal of the real property, the cost of such appraisal to be borne one-half (1/2) by Wife and one-half (1/2) by Husband.

Wife agrees that Husband shall be free to sell, convey, devise, and otherwise transfer the property to whomever he shall choose; but that upon the happening of such event, Husband shall pay to Wife one-half (1/2) of the excess of the appraisal obtained herein above the original purchase price of the property, Thirty-Seven Thousand Nine Hundred Twenty and 00/100 ($37,920.00) Dollars, and Husband agrees that such payment shall be binding upon Husband,

his heirs, assigns, and successors and shall be paid at the time of the transfer. Upon payment as required herein, Wife agrees to execute all documents necessary for consummation of said transfer.

4. Wife and Husband agree that all joint accounts existing as of the date of the execution of this Agreement shall be terminated and all funds therein shall belong to the party who contributed such funds to said account, and Wife and Husband agree to hold harmless the other from any and all costs, expenses, liabilities, and all obligations of such account as of the date of this Agreement.

Wife and Husband agree that in order to allow Wife to establish proper credit and obtain a proper credit rating that it is necessary that Wife be allowed and be continued upon the gas credit cards presently held in joint names by Wife and Husband; and accordingly, Husband agrees that until Wife has been on her current employment for one (1) year, she shall have the right to use all gas credit cards presently in the name of Wife and Husband and such cards shall be continued for such period. Notwithstanding Wife's right to use such credit cards, such rights shall only be granted so long as she shall pay each billing period all charges incurred by her use.

5. All debts and liabilities incurred by Wife and Husband existing at the time of filing of the Petition for Divorce which were incurred in the name of Wife and Husband individually shall remain the obligation of the individual parties and Wife and Husband agree to indemnify and hold harmless the other from any and all claims and liabilities arising out of any debt incurred by the individual party existing at the time of filing of Petition for Divorce.

Further, Wife and Husband agree that all debts incurred since the filing of divorce are the liability and responsibility of the party incurring the same and agree to indemnify and hold harmless the other from any and all claims and liabilities arising out of such debts.

6. Wife and Husband hereby agree that the division of property and distribution of proceeds from the transfer of the real property set out herein are the only distributions to be made by the parties, and Wife and Husband shall not be required nor shall seek nor accept alimony in any form.

7. Wife shall bear all Court costs, provided a divorce is granted upon irreconcilable differences, for the parties' divorce and shall pay her attorney's fee. Wife shall not be liable for the fee of any attorney employed by Husband but such fee shall be the sole liability of Husband.

8. The parties hereto agree that this Agreement upon approval of the Court shall be incorporated in and become a part of the Final Decree of Divorce but that this Agreement shall continue to be an enforceable contract notwithstanding incorporation.

9. Husband acknowledges and agrees that he has had full opportunity to review and consider this Agreement, to obtain legal counsel to advise him, that he enters into and executes this Agreement of his own free will without coercion of any kind or nature placed upon him by any party hereto.

WITNESS our hands the day and date first above written.

Clyde L. Webb

Clyde L. Webb

Patricia Carol Gay Webb

Patricia Carol Gay Webb

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Louise S. Clemmons a Notary Public in and for said County and State, Clyde L. Webb and Patricia Carol Gay Webb, the within-named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4 day of Sept, 1981.

COMMISSION EXPIRES: 1/15/83 NOTARY PUBLIC: Louise S. Clemmons

BOOK 6872 PAGE 976

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON III 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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 26th *day of* Oct, *19*81, *in Case Number* 81D-3071 *between* Patricia Carol Ray Webb *Plaintiff, and* Clyde L. Webb *Defendant, as same remains of record in Book* 29C, *Page* 2307 *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* 2nd *day of* June *in the year one thousand nine hundred and* 86 *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Ayers *D.C.*