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146B/141

BOOK 6885 PAGE 61

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KEVIN WAYNE WALKER,
Husband,
vs.
SARA KATHRYN WALKER,
Wife.

No. 85D-1245

FILED
1985 JUL 29 AM 9:45
CLERK & MASTER, DAVIDSON CO. TENN.

FINAL DECREE

This cause came on to be heard on July 29, 1985 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon Husband's Complaint for Absolute Divorce; upon the Property Settlement, which provides provision for the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that this Property Settlement should be approved; and that the sixty-day waiting period, as required by statute has elapsed.

It is therefore ORDERED ADJUDGED AND DECREED that Husband, Kevin Wayne Walker, be, and is hereby, awarded an absolute divorce from Wife, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KEVIN WAYNE WALKER,

Complainant,

vs.

SARA KATHRYN WALKER,

Defendant.

NO. 85D-1245

GEORGE T. ROOKER, CLERK
1985 JUL 29 PM 12:55
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PROPERTY SETTLEMENT AGREEMENT

This Property Settlement Agreement is entered into between KEVIN WAYNE WALKER ("Husband") and SARA KATHRYN WALKER ("Wife").

W I T N E S S E T H:

The parties were lawfully married in Nashville, Tennessee on March 13, 1976. There have been no children born of this marriage.

WHEREAS, certain differences and difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as man and wife and an action for divorce has been instituted by the Husband and is styled above in the Fourth Circuit Court for Davidson County, Tennessee, in which irreconcilable differences are alleged as the ground.

WHEREAS, the parties desire to settle their respective support and property rights in an amicable manner, such that said divorce action may proceed uncontested:

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and other good and valuable consideration, the parties agree as follows:

1. Real Property

The parties agree that all right, title, equity and interest in the parties' house located at 737 Benton Avenue in Nashville, Tennessee, shall be divested out of the Wife and vested solely in the Husband. This property is more fully described as follows:

> Being the easterly 134 feet of Block 9 on the map of Yarbrough's Subdivision of Woodland, of record in Book 57, Page 148, Register's Office of Davidson County, Tennessee.
>
> Said part of said Block 9 fronts 134 feet on the southerly side of Benton Avenue and runs back between parallel lines, along the westerly margin of White Avenue, 165 feet to an alley in the rear.

Being the same property conveyed to Kevin W. Walker and wife, Sara K. Walker by deed from Katie Pearl Weaver Kirkpatrick, Bobby Joe Weaver and Louise Williams Goodman of record in Book 5826, Page 383, Register's Office for Davidson County, Tennessee.

2. Joint Personal Property

As a just and reasonable division of the jointly owned property of the parties, the parties agree as follows:

2.1 Automobiles

The Husband shall receive the 1974 Step Van that is registered in his name and the Wife shall receive the 1979 Blazer that is registered in her name.

2.2 Savings Account

The Wife shall receive the Seventy-three Hundred Dollars ($7,300.00) that is in a savings account in her name.

2.3 Furniture and Furnishings

The Husband shall receive the Empire sleigh bed, the Empire dresser in the bedroom, the Empire dresser in the hall, the Empire desk in the hall, the set of eight Empire chairs, the three piece Victorian bedroom set that belongs to Herb Woodard, the stereo in the dining room, the four Empire Chairs in the dining room, the organ in the living room, the three piece parlor set in the music room, the small coffee table, three metal Aladdin lamps, the black and white television, the one-arm sofa, the chest in the garage, the desk in the garage, the push lawn mower and the shotgun.

2.4 With the exception of the items listed in Paragraph 2.3, the Wife shall receive all the other contents of the house that she wants including the Jenn-Aire and Refrigerator. The Wife shall also receive the riding lawn mower.

3. Business

The Husband shall receive all right, title, equity and interest in his business known as Antique Associates located at 2116 Eighth Avenue, South in Nashville, Tennessee.

4. Debts

The Husband shall be responsible for the payment of the mortgage on the home at 737 Benton Avenue in Nashville, Tennessee.

It shall be his sole and separate responsibility to pay this debt and he shall hold the Wife harmless therefrom. The parties agree that they do not have any other joint debts and that they each shall be responsible for any debt that they have incurred in their own name.

5. Miscellaneous

5.1 The Wife shall take the Jenn-Aire stove in the kitchen and the refrigerator in the kitchen without doing structural damage.

5.2 The Wife shall receive the great dane dog named "Barry".

6. Costs

The Husband agrees to be responsible for the costs of this cause.

7. Full Disclosure

The parties respectively acknowledge that each fully understands the facts underlying this agreement, that each has been fully informed as to his or her legal rights and obligations by an attorney of his or her own choosing, and that each party has fully disclosed to the other his or her complete financial worth. Each party acknowledges that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, that they read this agreement, find it fair and equitable, and that each of them is signing this agreement freely and voluntarily.

8. Full Cooperation

Each party shall, from time to time, and at any time hereafter, take any and all steps and execute, acknowledge and deliver to the other party (or his or her appointed representative) any and all future instruments, documents and assurances that the party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement. The parties shall live apart and neither shall attempt to impose upon the privacy of the other, or make claim for support upon the other, except as provided herein.

9. Entire Agreement

This agreement constitutes the entire understanding of the parties. This agreement shall represent a permanent division and final settlement of the property rights of the parties and shall be a full discharge of all obligations of either party to support the other.

10. Incorporation

The parties desire that this agreement be incorporated as part of any Final Decree of Divorce that may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the court for its ratification and approval. All the terms and conditions of this agreement are contingent and shall only become effective upon the granting of the divorce and the approval of this entire agreement by the court.

IN WITNESS WHEREOF, the parties have set their hands this the 14 day of July, 1985.

Kevin W. Walker
KEVIN WAYNE WALKER

Sara Kathryn Walker
SARA KATHRYN WALKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Rhonda B. Elder, a Notary Public in and for said County and State, the within named KEVIN WAYNE WALKER who stated under oath that he executed the foregoing instrument for the purposes contained therein, this 10th day of ~~May~~ July, 1985.

Rhonda B. Elder
NOTARY PUBLIC

My Commission Expires: 11/19/88.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me LaRhonda L. Mooneyham, a Notary Public in and for said County and State, the within named SARA KATHERINE WALKER who stated under oath that she executed the foregoing instrument for the purposes contained therein, this 3rd day of ~~May~~ July, LHM 1985.

LaRhonda L. Mooneyham
NOTARY PUBLIC

My Commission Expires: 7-27-86.

It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against Husband.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

Enter this the 29th day of July, 1985.

JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Husband
1610 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 244-5432

JAMES G. MARTIN, III
Attorney for Wife
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219
(615) 244-5200

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Mr. James G. Martin, III, Attorney for Wife, Seventeenth Floor, Third National Bank Building, Nashville, Tennessee 37219 this 29th day of July, 1985.

WILLIAM B. BRUCE

BOOK 6585 PAGE 71

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON II 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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Twenty-Ninth *day of* July, *19* 85, *in Case Number* 85D-1245 *between* Kevin Wayne Walker *Plaintiff, and* Sara Kathryn Walker *Defendant, as same remains of record in Book* 146B, *Page* 141 *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* 27th *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 Virginia Lacey, *D.C.*

Form #GR-117