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CLERK & MASTER, CLERK

BOOK 6914 PAGE 406

IN THE FOURTH CIRCUIT COURT FOR THE 20TH JUDICIAL DISTRICT
DAVIDSON COUNTY, TENNESSEE R. Langford D.C.

VICKY WINONA (CARDER) WILLOUGHBY,
PLAINTIFF

v. No. 86D-1041

KERRY MARK WILLOUGHBY,
DEFENDANT

Map 94-8
Par 16 Is

FINAL DECREE

This cause came on to be heard on the 1st. day of July, 1986, before The Honorable Muriel Robinson, 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, VICKY WINONA (CARDER) WILLOUGHBY, is hereby awarded an absolute divorce from the Defendant, KERRY MARK WILLOUGHBY, 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:

FILE COPY

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

VICKY WINONA (CARDER) WILLOUGHBY,
PLAINTIFF

v. No. 86D-1041

KERRY MARK WILLOUGHBY,
DEFENDANT

PROPERTY SETTLEMENT AGREEMENT

It appears there is now pending in the Circuit Court for Davidson County, Tennessee, a divorce action styled VICKY WINONA (CARDER) WILLOUGHBY v. KERRY MARK WILLOUGHBY, Docket No. _____ 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. The parties agree that the title to the house and lot located at 1905 Omohundro Drive, Nashville, Davidson County, Tennessee, shall be divested out of VICKY WINONA (CARDER) WILLOUGHBY (WIFE) and vested solely in KERRY MARK WILLOUGHBY (HUSBAND) to be his absolutely, and 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 ownership from the WIFE and vest ownership in the HUSBAND. The legal description of said property is as follows:

> BEING Lot No. 2 on the Plan of Dahlia Gardens, of record in Book 2663, Page 93, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Kerry Willoughby and wife, Vicky Willoughby, by deed from Mary Owens Childress of record in Book 5936, page 473, Register's Office of Davidson County, Tennessee.
>
> THIS conveyance is subject to a public utilities easement; overhand easement; anchor easement; sewer and/or storm drainage easement; and building lines, of record in Book 2663, Page 93, said Register's Office.
>
> THIS conveyance is subject to a sanitary sewers and/or storm drainage easement, of record in Book 4337, Page 607, said Register's Office.
>
> THIS conveyance is subject to restrictions of record in Book 2856, Page 63, said Register's Office.
>
> THIS conveyance is subject to any and all existing easements of record.

2. The WIFE and HUSBAND have already divided the majority of the personal property of the parties, including the automobiles and the

contents of bank accounts, and agree that whatever personal property is presently in the hands of a party shall remain the property of that party, with the exception of the dining room table, chairs and coffee table which is presently in the HUSBAND'S possession which shall become the property of the WIFE. The 1976 Dodge Dart automobile shall become the HUSBAND'S absolutely, and any debt owing on that vehicle shall be solely his responsibility and similarly, the 1986 Nissan Sentra automobile shall become the WIFE'S absolutely, and any debt owing on that vehicle shall be solely her responsibility.

3. The WIFE agrees to be solely responsible for the existing debt to Heights Finance Company.

4. Each party will execute any and all documents necessary to effectuate the transfer of any right, title and interest in the other's property.

5. WIFE will be responsible for the court costs and her attorney's fees.

6. The WIFE shall be restored to her maiden name of Vicky Wiona Carder.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. 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 4th day of April, 1986.

Vicky Winona Carder Willoughby
VICKYWINONA (CARDER) WILLOUGHBY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

Deborah Ann Nicholson
NOTARY PUBLIC

My commission expires: 4/4/86.

Kerry Mark Willoughby
KERRY MARK WILLOUGHBY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 17th. day of March, 1986.

Deborah Ann Nicholson
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.

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

THIS 1st day of July, 1986.

JUDGE

APPROVED FOR ENTRY:

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. Kerry Mark Willoughby, 1905 Omohundro Drive, Nashville, Tennessee 37210, this 1st day of July, 1986.

ELINOR ADDLESTONE

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IDENTIFT REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

mail

Kerry Willoughby
1905 Overlook Dr
37210

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* 1st *day of* July, *19* 86, *in Case Number* 86D-1041 *between* Vicky Winona Willoughby *Plaintiff, and* Kerry Mark Willoughby *Defendant, as same remains of record in Book* 153C, *Page* 2283 *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* 11th *day of* July *in the year one thousand nine hundred and* eighty-six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Karen Rooker *D.C.*

Form #GR-117