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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

GLORIA GWENDOLYN COLLINS MARTIN,)
(
Plaintiff,)
(
vs.) No. 82D-86
(
THOMAS ESTES MARTIN, SR.,)
(
Defendant.)

FINAL ORDER

This cause came on to be heard on this 21st day of April, 1982, before the Honorable Rose Cantrell, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the Complaint heretofore filed by plaintiff, personal service of process on the defendant, default judgment against the defendant, and upon testimony of plaintiff by interrogatory, the court was of the opinion that the allegations in the original Complaint had been sustained, that is, that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED, and DECREED that plaintiff is granted an absolute divorce on the grounds of irreconcilable differences, and the parties are restored to all the rights and privileges of unmarried persons.

It further appeared to the court that the written agreement executed by the parties made adequate and sufficient provision for custody and support of the minor child of the parties and for equitable settlement of property rights between the parties.

It is therefore, ORDERED, ADJUDGED, and DECREED that the agreement is hereby incorporated into this Final Order as follows:

CHILD CUSTODY, SUPPORT, AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT between Gloria Gwendolyn Collins Martin (hereinafter referred to as Wife) and Thomas Estes Martin, Sr. (hereinafter referred to as Husband).

WHEREAS, as a result of unfortunate differences between the parties, they have separated and are now living apart from each other, and since their separation have agreed to live separately and apart during the rest of their lives, and

WHEREAS, the Wife has instituted a domestic proceeding in the Fifth Circuit Court of Davidson County, Tennessee, Docket No. 82D-86, and the parties have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to define their obligations with respect to each other, and their property rights with respect to the various properties now owned by them jointly and individually, and they desire to agree upon their rights in the estates both real and personal of the other, and to define their obligations with respect to their children, and to record their agreement.

NOW, THEREFORE, in consideration of the execution by each of the parties of this agreement, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. At the time of the execution of this agreement, the parties own as tenants by the entirety, a house and lot located at 537 Canton Pass, Madison, Tennessee. Wife agrees to convey by quitclaim deed all her right, title, and interest in said property to Husband. Husband agrees to assume the balance due and owing on a note secured by a Deed of Trust on this property and further agrees to make all future payments on said note and to hold Wife harmless therefrom.

2. The parties agree that all furniture, furnishings, and other personal property currently in the possession of the respective parties shall become the sole property of the party in possession with no further claim thereto by the other party. Wife agrees that the 1979 Pontiac automobile and the 1975 Chevelle automobile shall become the sole property of Husband with no further claim thereto by Wife. Husband agrees that the 1977 Corvette automobile shall become the sole property of Wife with no further claim thereto by Husband.

3. Subject to the court's approval, the parties shall have joint custody of the minor child of the parties, Thomas Estes Martin, Jr. Neither party shall be required to pay child support to the other party. Physical custody of said minor child shall be as agreed upon by the parties with the non-custodial parent having reasonable rights of visitation. The party having physical custody of said minor child shall be responsible for all necessary support and expenses related to said minor child, except that Husband agrees to provide hospitalization insurance for said minor child for as long as said insurance can be maintained through Husband's employer. The foregoing provision will also apply to the other two children of the parties. Further, Husband agrees to be responsible for all tuition, books, fees, housing, and other expenses related to college education for said children.

4. Each party agrees to be responsible for their respective attorneys' fee.

5. The parties desire to enter into this agreement and desire that it be incorporated as part of any final decree of divorce that may be hereinafter entered in the Fifth Circuit Court of Davidson County, Tennessee.

6. Each party accepts this agreement in lieu of and in full settlement of all claims against the other and each party expressly waives the right of inheritance from the estate of the other under the laws of descent and distribution of the State of Tennessee or any other state, the right to descent from the will of the other and the rights of year's support and homestead in all property and estate of the other, whether real, personal, or mixed.

7. Following the execution of this agreement, neither party shall be authorized to act as agent for the other in any transaction and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible and each agrees to indemnify and hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this agreement.

8. Each party expressly agrees that he or she has entered into this agreement after mutual consideration, that consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any person, and that no representations of fact have been made by either party to the other except as herein expressly set forth.

9. This agreement shall be binding upon the respective heirs, next of kin, executors, and administrators of the parties.

10. Each of the parties agrees to execute and deliver to the other party any deeds or other documents that may be reasonably required to accomplish the intention of this agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

11. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement in duplicate on this 7th day of April, 1982.

/s/ Gloria Gwendolyn Collins Martin
GLORIA GWENDOLYN COLLINS MARTIN

/s/ Cheryl H. Wagster
WITNESS

/s/ Thomas Estes Martin, Sr.
THOMAS ESTES MARTIN, SR.

/s/ Debbie Kaye Martin
WITNESS

The costs of this cause shall be charged to the plaintiff, Gloria Gwendolyn Collins Martin.

ENTERED this 19 day of April, 1982.

JUDGE

APPROVED FOR ENTRY:

CHARLES A. LEACH
Attorney for Plaintiff
Harris & Leach, P.C.
2 Music Circle South
Nashville, TN 37203
(615) 259-4507

CERTIFICATE

I certify that I have mailed a copy of the foregoing Order to Mr. Thomas Estes Martin, Sr., 537 Canton Pass, Madison, Tennessee 37115, this 15 day of April, 1982.

CHARLES A. LEACH

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Mail
J. K. Woodard
919 W. Main St.
Hend 37075

24380

IDENTIFICATION REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Docket NO. 82D-86 Minute book 44B Page 1584

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Gloria Gwendolyn Collins Martin *Plaintiff, and* Thomas Estes Martin, Sr. *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 14th *day of* October *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117