FILED 154A/667

'86 OCT 10 PM 3:21

K. Langford

Map 5-9 Parcel 62

BOOK 6943 PAGE 521

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOANNA THOMPSON	)	
	)	
vs.	)	No: 86D-776
	)	
DAVID PIERCE THOMPSON	)	

FINAL DECREE

This matter came on to be heard on June 9, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the notarized Property Settlement Agreement entered into between the parties, the testimony of the petitioner in open court and the entire cause, the court was of the opinion that irreconcilable differences exist between the parties in this case and that the petitioner should be awarded an absolute divorce on those grounds. The court was further of the opinion that the Property Settlement Agreement provided for an equitable division of the parties' property.

It is accordingly ORDERED that the Petitioner Joanna Thompson be and hereby is granted an absolute divorce on the grounds of irreconcilable differences and is restored to all the rights and privileges of a single unmarried person;

Further ORDERED that the Property Settlement Agreement entered into between the parties provides for an equitable division of the parties' property and is incorporated herein and made a part hereof in its original form as follows:

FILED

1986 MAR 14 PM 3:32

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

JOANNA THOMPSON)
)
vs.) No: 86D-776
)
DAVID PIERCE THOMPSON)

BOOK 6943 PAGE 522

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between JOANNA THOMPSON hereinafter called "Wife" and DAVID PIERCE THOMPSON hereinafter called "Husband", subject to the following terms, premises and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past with the result that Wife has instituted divorce proceedings in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties insofar as they are able, without the concurrence of the court, to amicably settle their differences with respect to property rights and obligations for the payment of debts, and to enter into a contract for the settlement of such rights and obligations not only for the present but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and the agreements hereinafter contained, the parties do hereby agree as follows:

1. These parties have no children.

2. Wife shall retain the house located at 4841 Whittier, Old Hickory Tennessee, free and clear of Husband's interest; Wife shall be responsible for any and all indebtedness against the house and all upkeep and insurance costs, except as provided otherwise herein; and she hereby agrees to hold Husband harmless on the indebtedness.

3. Wife shall keep her 1979 Z-28 automobile free and clear of Husband's interest and Husband shall be responsible for paying the obligation on the vehicle; Husband shall see that the car is repaired of the body damage it received in a wreck which was allegedly caused by Husband. Husband shall retain his Chevrolet S-10 truck free and clear of Wife's interest. Husband shall pay the

current automobile insurance on both vehicles. After the expiration of the current policy period, the parties shall each be responsible for insuring their own vehicle.

4. The parties have divided all furniture and furnishings and attached hereto as Exhibit A is a list of items which shall be Husband's sole and separate property free and clear of the claims of Wife. All property in the possession of each party shall be deemed to be that parties sole and separate property free and clear of the claims of the other or any third party.

5. From and after the date of the divorce, Husband shall pay directly to Wife the sum of Four Hundred Fifty ($450.00) Dollars per month as alimony for a period of twenty-four (24) months or until Wife's death or remarriage whichever comes first. The parties agree that the Husband has no liability to make any payments as a substitute for alimony payments. The parties further agree that each hereby waives any and all further claims for alimony against the other, both now and in the future..

Until the divorce is granted Husband shall pay directly to Wife the sum of Fifty ($50.00) Dollars per week, the house note and all household bills incurred by the parties.

6. For the tax year 1985, the parties shall file a joint return. Any refund due the parties shall be divided equally between the parties. Any tax liability shall be the sole and separate reponsibility of Husband and Husband shall hold Wife harmless of said liability.

7. Each party shall have as his or her sole and separate property all interest he or she may have in any retirement accounts, pension and profit sharing plans, IRA or HR-10 plans in which he or she may participate. Each party's participation and vested interest shall be deemed to be his or her sole and separate property free of the claims of the other.

8. Husband shall pay the court costs and Wife's attorney's fee in the amount of Five Hundred ($500.00) Dollars.

9. Husband shall keep in effect life insurance naming Wife as beneficiary for a period of twenty-four (24) months in the face amount of $20,000, and he shall be responsible for repaying any and all loans the parties may have borrowed from his parents and agrees to hold Wife harmless thereon.

10. Each party represents and warrants that he or she has made a full disclosure to the other of all of their assets and liabilities. Each party

acknowledges that the failure to disclose any assets or liabilities would be considered a breach of this agreement and would subject this agreement to being reopened at a later time by a court.

11. Each party agrees to be responsible for any debts or liabilities in his or her name individually and hold the other harmless for said obligations from and after the date of this agreement, including any obligations assumed by either party under the terms of this agreement. It is understood and agreed between the parties that from and after the date of the execution of this agreement, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred if any.

12. It is understood and agreed between the parties as part of the consideration for the execution of this agreement that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

13. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property including without limitation dower, courtesy, statutory allowance, homestead rights, rights to take against the will or other, inheritance, dissent or distribution or right to act as administrator or executor of the other's estate except as provided by the terms of this agreement. This agreement applies to all property now owned by Wife and Husband individually or jointly, or any part that either of them may acquire in the future.

14. This agreement shall be binding upon and inure to the benefit of the parties hereto, their estates, personal representatives, heirs and assigns.

15. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each of the parties and each party acknowledges that it

is fair and equitable and it is being entered into voluntarily and with advice from counsel.

16. This agreement contains the entire understanding of the parties, there are no representations, warranties or promises other than those expressly set forth herein.

17. In the event that any provision of this agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not affect the other provisions of this agreement, said provisions being, to that extent, severable.

18. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

19. This agreement is executed in triplicate and a copy of the same is being retained by each party. The third copy will be tendered to the court as part of the final decree of divorce between the parties.

DATED: 2-26, 1986.

Joanna Y Thompson
JOANNA THOMPSON

David Pierce Thompson
DAVID PIERCE THOMPSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named JOANNA THOMPSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal on this the 26 day of Feb, 1986.

Notary Public

My commission expires: My Commission Expires NOV. 1, 1987

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public, in and for said County and State, the within named David Pierce Thompson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal on this the 3rd day of March, 1986.

Notary Public

My commission expires: 3-27-88

BOOK 6943 PAGE 527

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOANNA THOMPSON)
)
)
v.) NO. 86D-776
)
)
DAVID PIERCE THOMPSON)

EXHIBIT A

1. His red truck
2. The bar in the living room and all accessories
3. All his hand tools
4. The brass fire extinguisher lamp
5. Buffer and pads
6. 45 cal. automatic pistol
7. Camera and accessories
8. The deer, swan and quail prints
9. The flower box
10. Large brass bell
11. Brass candle holder
12. Brass German shephard
13. Plastic German shephard
14. Rocking chair
15. Coat rack
16. "Mr. Bear"
17. Some of the record albums
18. One-half of any income tax refund (if income tax is owed, Mr. Thompson agrees to pay the entire amount)
19. Maxwell House bottle and certificate
20. Certain jewelry, eagle pendant, rose pin and stage coach pin.

It is further ORDERED, that in accordance with the terms of the Property Settlement Agreement between the parties, title to the following described real property known as 4841 Whittier Drive, Hermitage, Tennessee is divested out of the Respondent David Pierce Thompson, and is vested solely in the Plaintiff Joanna Walker Thompson:

> LAND in Davidson County, Tennessee, being Lot No. 96 on the Plan of Sherwood Forrest Section 3, as of record in Book 4460, page 81, Register's Office for said County.
>
> Being the same property conveyed to David P. Thompson and wife, Joanna L. Thompson, by deed from Willie Roy McHenry and wife, Janice Marie McHenry, of record in Book 5331, Page 164, Register's Office for Davidson County, Tennessee.

It is further ORDERED, that the Plaintiff be and hereby is restored to her maiden name of Walker; and

It is further ORDERED that the costs of this cause shall be taxed to the Respondent David Pierce Thompson for which execution may issue, if necessary.

Enter this 10th day of June, 1986.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

HARWELL, BARR, MARTIN & STEGALL
A Professional Corporation

By: James W. Cameron III

Certificate of Service

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed this 10 day of June, 1986 to Mr. David Pierce Thompson, 1110 General George Patton Road, Nashville, Tennessee and to Mr. John Michael Thompson, Attorney, Suite 1720, Parkway Towers, Nashville, Tennessee 37219.

James W. Cameron III

29576

IDENTIFICATION REFERENCE

AUG 7 3 06 PM '86

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

BOOK 6943 PAGE 529

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* 10th *day of* July, *19* 86, *in Case Number* 86D-776 *between* Joanna Thompson *Plaintiff, and* David Pierce Thompson *Defendant, as same remains of record in Book* 154A, *Page* 669 *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* 7th *day of* August *in the year one thousand nine hundred and* eighty-six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Langford *D.C.*

Form #GR-117