151B/753

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

BOOK 6960 PAGE 438 1986 FEB 27 AM 11:52

GEORGE L. ROOKER, CLERK

CYNTHIA CAROL MELSON WHITELAND)
)
VS.) CASE NO. 84D-3676
)
RANDALL GEORGE WHITELAND)

K. Langford D.C.

104-16
95

FINAL DECREE

This cause came on to be heard on the 27th day of February, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Petition for Absolute Divorce heretofore filed by Cynthia C. M. Whiteland, personal service having been obtained upon the Respondent, Randall George Whiteland, submission to the Court of a written and signed Property Settlement Agreement, the testimony of the Complainant, argument of counsel, and from the entire record of this cause. From all of which the Court finds the parties have suffered irreconcilable differences pursuant to Tennessee Code Annotated 36-4-101(11). It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Cynthia C. M. Whiteland, is hereby granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED AND DECREED by the Court, and the Court affirmatively finds, that the parties have made an adequate and sufficient provision for the equitable division of the marital properties of the party and their obligations one to the other, which agreement is incorporated verbatim herein as follows:

IDENTIFICATION REFERENCE

35641

AUG 27 10 13 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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GEORGE L. HOOKER, CLERK

K. Hartman

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA CAROL MELSON WHITELAND)
Plaintiff)
-vs-) NO. 84D-3676
RANDALL GEORGE WHITELAND)
Defendant)

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PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into by and between Randall George Whiteland, hereinafter referred to as HUSBAND, and Cynthia Carol Melson Whiteland, hereinafter referred to as WIFE.

WITNESSETH:

These parties have been married since the 4th day of November, 1978, and there are no children of the marriage, and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is to be alleged as a ground is to be instituted in the Circuit Court for Davidson County, Tennessee, and the parties have no expectation of resuming thier marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed on the grounds of irreconcilable differences.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertaking hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. Personal Property: The parties have heretofore divided their personal property among themselves, except as specifically set forth in the agreement. Other than agreed upon herein, all personal property presently in the possession of the wife shall be her sole and separate property, and all property presently in the possession of the Husband shall be his sole and separate property.

2. The Wife shall have as her sole and separate property all antique household goods, furnishings, and personal belongings, which were owned by the Wife's mother and are presently located at 2127 Belmont Blvd., Nashville, Tennessee.

3. It is agreed that each party shall be responsible for the payment of any account or charges which are presently listed in his or her name. Each party agrees to

indemnify and hold the other harmless of any liability from their failure to pay such accounts when due.

4. REAL PROPERTY: The Husband and Wife are the owners of real property as tenants by the entirities located at 2127 Belmont Blvd., Nashville, Davidson County, Tennessee. Upon the execution of this agreement, title to the aforesaid property shall be divested out of the parties as tenants by the entirities and vested solely in the Husband in fee simple. The Husband is to make the payments and indemnify and hold the Wife harmless on the first mortgage on said property payable to First Tennessee Bank N.A. Nashville.

5. Any costs of court incurred as a result of this pending action shall be divided equally between the parties. Each party shall pay their own attorney's fees.

6. The parties desire that this Agreement be incorporated as a part of any final decree for divorce that may be entered in the Circuit Court for Davidson County, Tennessee or any other court having the appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for is ratification and approval.

7. This Agreement constitutes the entire understanding between the parties. It supercedes any and all prior agreements between them. There are no representations other than those set forth herein.

8. This Agreement is intended between the parties to be a Property Settlement Agreement, covering the matter of property which each now has or might have against the other by virtue of their marital status; and this Agreement is to be a full, final, and complete release of each party, one unto the other of any and all claims whatsoever which each party may now have or may hereafter have, in and to the property of the other, as a result of their marital status.

This Agreement is entered of the parties own free will and accord, without collusion between the parties for the sole purpose of settling their property rights.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument on the days and dates written below, at Nashville, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Dec. 5, 1985
Date

Cynthia Carol Melson Whiteland
Cynthia Carol Melson Whiteland

Sworn and subscribed before me, this the _____ day of _____, 1984.

_____
Notary Public
My commission expires:_____

****

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Nov. 4/85
Date

Randall George Whiteland
Randall George Whiteland

Sworn and subscribed before me, this the _____ day of _____, 1984.

_____
Notary Public
My commission expires:_____

It is, further, ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be borne equally between the parties, for all of which execution may issue if necessary.

Enter this 27th day of February, 1986.

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Muriel Robinson, Judge

SUBMITTED FOR ENTRY:

ROTHSCHILD & LEFKOVITZ

Nathaniel H. Koenig
Attorney for Plaintiff
5th Floor, St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219-2378
(615)242-3996

CERTIFICATE OF SERVICE

I certify that I have placed a true and correct copy of the foregoing Final Decree in the United States Mail, postage prepaid, this 27 day of February, 1986, addressed to Mr. Randall George Whiteland, 2127 Belmont Boulevard, Nashville, Tennessee, 37212.

Nathaniel H. Koenig

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* 27th *day of* Febuary, *19* 86, *in Case Number* 84D-3676 *between* CYNTHIA CAROL MELSON WHITELAND *Plaintiff, and* RANDALL GEORGE WHITELAND *Defendant, as same remains of record in Book* 151B, *Page* 753 *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* August *in the year one thousand nine hundred and* eighty-six *and in the* Two Hundred And Eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Don Hummel, *D.C.*

Form #GR-117