Map 33-14
par. 33.02

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FILED

1986 SEP -8 AM 8:05

GEORGE L. ROOKER, CLERK

K. Langford D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOSEPH WILLIAM WEST, SR.,
2522 Elmhill Pike
Nashville, Tennessee 37214

Plaintiff,

vs.

BERTIE CRUMP WEST,
406 Cunniff Parkway
Goodlettsville, Tennessee 37072

Defendant.

BOOK 6982 PAGE 774

DOCKET NO. 86D-844

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
SEP 18 9 22 AM '86

IDENTIFICATION REFERENCE
43466

FINAL DECREE

This cause came on to be heard on the First day of July, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for 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, Joseph William West, Sr., is hereby awarded an absolute divorce from the Defendant, Bertie Crump West, on the grounds of irreconcilable differences, T.C.A. 36-4-101(11), and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the 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:

CHECK
09/18/86 12:31:21 pm
3547

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1988 MAY 12 PM 9:52

JOSEPH W. WEST, SR.
PLAINTIFF,

vs.

BERTIE C. WEST
DEFENDANT.

BOOK 6982 PAGE 775

DOCKET NO. 86D-844

PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into by and between BERTIE C. WEST, (hereinafter known as "WIFE"), and JOSEPH W. WEST, SR., (hereinafter known as "HUSBAND").

WITNESSETH:

WHEREAS, the parties hereto are presently HUSBAND AND WIFE, but have reached the point of irreconcilable differences in their marriage and wish to execute a Property Settlement Agreement and wish to make a memorandum thereof, said Agreement to be filed with the Court in a presently pending divorce action bearing Docket Number 86D-844:

NOW, THEREFORE, the Husband and Wife agree and mutually covenant as follows:

1. That the parties agree there are no minor children of the marriage.

2. That the parties now own a parcel of real estate in Davidson County, Tennessee, which is the marital home, described as follows:

> Being Lot #79 on the Plan of Pleasant Hills Addition, as of record in Book 3300, Page 7, Register's Office for Davidson County, Tennessee.
>
> Said Lot #79 fronts 187.7 feet on the north side of Cunniff Parkway and extends back 216.4 feet on the east line and 284.6 feet on the west line to a dead line in the rear on which it measures 152.8 feet.
>
> Being the same property conveyed to Byron Steele and wife, Priscilla Steele, by deed from James T. Holt and wife, Brenda Faye Holt, as of record in Book 4391, Page 67, said Register's Office Davidson County, Tennessee.

That Wife shall become and be the sole and separate owner of the marital home located as described above, subject to any mortgage or mortgages on the property, which she shall assume and pay along with the taxes, insurance and all other obligations that shall become due on the premises, and hold the Husband harmless thereon. Further, the Husband shall receive the sum of Twenty Thousand Three Hundred Thirty-Five Dollars and 13/100 ($20,335.13), which sum the Wife agrees to pay to the Husband. The Husband has agreed to assist her in obtaining a mortgage therefor, including co-signing same, and Wife does hereby hold him harmless from any liability in connection therewith.

3. That the parties now own a parcel of real estate in Putnam County, Tennessee described as follows:

> Being Lot No. 49 of the Mountain Meadow Subdivision, a plat of which is of record in the Register's Office of Putnam County, Tennessee, in Plat Book 1, page 157, which is here referred to for a more perfect description.
>
> This property is conveyed subject to restrictive covenants of record in Warranty Deed Book 215, page 237, and amended covenants in Warranty Deed Book 216, page 561, of the Register's Office of Putnam County, Tennessee.

That Wife hereby agrees to and simultaneously herewith conveys by Quit Claim Deed her interest in the above property to Husband, to be his sole and exclusive property, free and clear of any claims whatsoever by her. Husband shall assume and pay along with the taxes, insurance and all other obligations that shall become due on the premises, and hold the Wife Harmless thereon.

4. That Wife shall have sole ownership of the 1978 Mustang II automobile currently titled jointly by Husband and Wife, and shall pay the indebtedness thereon, if any, and hold Husband harmless from same.

5. That Husband shall have sole ownership of the 1977 four-wheel drive pickup truck, currently titled in Husband's name, and he shall pay the indebtedness thereon, if any, and hold Wife harmless for same. Further, Husband shall have sole ownership of a 16' Star Craft Bass Boat, currently titled in Husband's name, and he shall pay the indebtedness thereon, if any, and hold Wife

harmless from same.

6. That Wife shall have sole and exclusive ownership and possession of the household furniture and furnishings, including, but not limited to: a piano, stove, living room set, kitchen furnishings, bedroom set, recreation room set, and garage. Henceforth, each of the parties shall own, have and enjoy, independently of the other and of any claim or claims, or right of the other party, all items of personal property of every kind, nature and description and wheresoever situate, which are now owned or held by or which may hereafter belong to or come to the Wife or Husband with the full power to the Husband or Wife to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried.

7. The Husband agrees that he shall be responsible for and pay the outstanding obligations of the parties on the lease of a Crown Victoria from Ford Motor Company. Husband shall have the exclusive use of said vehicle during the term of the lease.

8. The parties agree that each shall be responsible for all debts solely in their name and covenant with each other that from this day forward neither will contract any indebtedness on the credit of the other. Parties agree that if either party shall be compelled to pay any debt of the other, including those debts specifically mentioned and assumed by either party in this Agreement, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, including a reasonable attorney's fee.

9. That each party agrees to pay their own attorney's fees.

10. The parties agree that Husband shall pay all court costs incurred in connection with this divorce.

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

12. It is understood and agreed by the parties that this

Property Settlement Agreement is entered into without undue influence, fraud, coercion, misrepresentation or for any reason not herein stated. The parties hereby acknowledge that each has read the above Agreement and that the legal effect of the same is fully known by each of the parties, and each of the parties acknowledge that the Agreement is fair and equitable and that it is being entered into voluntarily.

13. It is further understood and agreed by the parties that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties whether real, personal, intangible or fixed, hereto and is a full discharge from all other claims arising out of their marital relationship.

14. Each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dowry, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, and this Agreement applies to all property now owned by Husband and Wife or any property that either of them may acquire in the future.

15. The parties agree and acknowledge that this Agreement is being entered into by each of them with full knowledge on the part of each of them of the extent of all property and estate of the parties jointly and personally.

16. Each of the parties hereto agree to execute all instruments necessary to effect this Agreement in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the dates indicated below, each party retaining a copy of same.

Joseph W. West, Sr.
JOSEPH W. WEST, SR.

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 Joseph W. West, Sr., with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this the 6th day of May, 1986.

Julee M. Shaub
NOTARY PUBLIC

My Commission Expires:

4-19-87

Bertie C. West
BERTIE C. WEST

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 Bertie C. West, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 6th day of May, 1986.

Julee M Shaub
NOTARY PUBLIC

My Commission Expires:

4-19-87

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the Judgment of the Court.

The final costs of this cause will be paid by the Plaintiff, Joseph W. West, Sr., for which execution may issue if necessary.

This the 1st day of July, 1986.

BOOK 6082 PAGE 780

Muriel Robinson, Judge

APPROVED FOR ENTRY

Donald J. Serkin
Attorney for Plaintiff
808 Broadway, Second Floor
Nashville, TN 37203
(615) 254-3765

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Defendant, Bertie C. West, 406 Cunniff Parkway, Goodlettsville, Tennessee 37072 on this 1st day of July, 1986.

Donald J. Serkin

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-844 *between* JOSEPH WILLIAM WEST, SR. *Plaintiff, and* BERTIE CRUMP WEST *Defendant, as same remains of record in Book* 153 C, *Page* 2268 *of the Minutes of said Court.*

CIRCUIT COURT

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 18th *day of* September *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,*

D.C.