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154C/2194

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

K Langford

DONALD A. SCHLITZ,

Plaintiff,

v.

SUSAN MARIE THOMER SCHLITZ,

Defendant.

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No. 86D-01372

MAP 103-12
Parcel 98

FINAL DECREE

This cause on to be heard on the 5th day of August 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 the 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;

It is, therefore, Ordered that plaintiff, Donald A. Schlitz, is hereby awarded an absolute divorce from the defendant, Susan Marie Thomer Schlitz, on the grounds of irreconcilable differences, Tennessee Code Annotated, Section 36-4-103, and both parties are hereby restored to all the rights and privileges of an unmarried persons.

Pursuant to Tennessee Code Annotated, Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision 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:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this 30 day of April, 1986, by and between Donald Alan Schlitz, Jr., hereinafter referred to as Husband, and Susan Marie Schlitz, hereinafter referred to as Wife.

Whereas, the parties are Husband and Wife but it is contemplated that a complaint for absolute divorce on the grounds of irreconcilable differences will be filed in the Circuit Court for Davidson County, Tennessee, and

Whereas, it is the desire of the parties, insofar as they are able to do so without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, alimony, and obligations for payment of debts, and to enter into a written agreement for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such agreement will be in effect with respect to all of their property and other matters of concern;

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The parties are the owners of real property located at 311 Lauderdale Road, Nashville, Davidson County, Tennessee. As of the date of entry of the order of divorce, all right, title, and interest of Husband in and to said real property shall be divested from Husband and vested absolutely in Wife, free of any claim of Husband.

2. All right, title, and interest of Husband in and to the 1986 Honda Civic and 1976 Toyota Celica automobiles presently in the possession of Wife shall be, as of the date of entry of the order of divorce, divested from Husband and is vested absolutely in Wife, free of any claim by Husband. All right, title, and interest of Wife in and to the 1986 Nissan Maxima automobile presently in the possession of Husband shall be, as of the date of entry of the order of divorce, divested from Wife and is vested absolutely in Husband, free of any claim by Wife. Each of the parties agree to execute any and all documents necessary to transfer title to these automobiles, respectively to each other.

3. All right, title, and interest of Husband in and to the household furnishings and personal property currently in Wife's possession shall be, as of the date of entry of the order of divorce, divested from Husband and is vested absolutely in Wife, free of any claim by Husband. All right, title, and interest of Wife in and to the household furnishings and personal property currently in Husband's possession shall be, as of the date of entry of the order of divorce, divested from Wife and is vested absolutely in Husband, free of any claim by Wife.

4. Husband agrees to pay Wife, as alimony in solido, the following amounts:

1986	$19,300
1987	$20,000
1988	$20,000
1989	$20,000
1990	$20,000
1991	$10,000

Said amounts shall be paid to Wife on a monthly basis, with the sum of the monthly installments equalling the amounts specified above. Husband's obligation to make said payments shall terminate absolutely upon the death or remarriage of Wife.

5. Husband agrees to provide a reducing term life insurance policy on Husband's life, with Wife as the sole beneficiary, in an amount equal to the remaining balance on the foregoing alimony payments.

6. Except as otherwise provided herein, each party agrees that he or she shall be

solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of the execution of this Agreement.

7. It is understood and agreed between the parties that this Agreement shall be introduced in the divorce proceedings contemplated by the parties in the Circuit Court of Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the final order of divorce between the parties. Husband shall pay the Court cost associated with these proceedings.

8. 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 that it 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 require under the laws of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, decent 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

10. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coersion 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 that each party has had full opportunity to choose counsel of their choice and to discuss this Agreement with their counsel, if they so desire.

11. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

12. In the event any provisions of this Agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not effect the other provisions of this Agreement, said provisions being severable.

13. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to

implement the terms of this Agreement. However, should either party fail to execute any such instrument when so requested, this Agreement shall constitute and have the legal and binding effect of such instrument.

14. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

Tis Agreement is executed in triplicate and a copy of this Agreement 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.

/s/Donald Alan Schlitz

/s/Susan Marie Schlitz

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for the aforesaid State and County, the within named Donald Alan Schlitz, with whom I am personally acquainted, and who, after being duly sworn, acknowledges that he executed the foregoing Property Settlement Agreement for the purposes contained therein.

Sworn to and subscribed before me this
30th day of April, 1986.

/s/ Charles A. Leach My commission expires: 1-18-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for the aforesaid State and County, the within named Susan Marie Schlitz, with whom I am personally acquainted, and who, after being duly sworn, acknowledges that she executed the foregoing Property Settlement Agreement for the purposes contained therein.

Sworn to and subscribed before me this
30th day of June , 1986.

/s/ Anna R. Totty My commission expires: 5-13-89

It is ordered that all provisions of said Property Settlement Agreement are hereby approved and made a part of the judgment of this Court.

The final costs of this cause will be paid by the plaintiff, for which execution may issue if necessary.

Dated this 5th day of August, 1986.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

Charles A. Leach
Attorney for Plaintiff
704 18th Ave. South
Nashville, TN 37203

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been mailed or delivered to the Defendant this 5th day of August, 1986.

Charles A. Leach

T. LARRY EDMONDSON

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* fifth *day of* August, *19* 86, *in Case Number* 86D-01372 *between* DONALD A. SCHLITZ, *Plaintiff, and* SUSAN MARIE THOMER SCHLITZ, *Defendant, as same remains of record in Book* 154C, *Page* 2194 *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* ninth *day of* September *in the year one thousand nine hundred and* eighty-six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland *D.C.*

Form #GR-117