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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

L. Langford

MARTHA DOBSON TROWBRIDGE,

Complainant

vs.

DAVID BRIAN TROWBRIDGE,

Defendant

No. 86D-1406

BOOK 7009 PAGE 55

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 22nd day of July, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint filed herein, Property Settlement Agreement submitted to the Court for approval, testimony of the complainant in open Court and statement of counsel, from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Property Settlement Agreement presented to the Court for approval is fair and equitable and adequately disposes of all of the parties' property, both real and personal and should be approved and made the Order of this Court.

That the complainant, Martha Dobson Trowbridge should be restored to her previous maiden name of Martha Neva Dobson.

It is therefore ORDERED, ADJUDGED and DECREED that the complainant, Martha Dobson Trowbridge is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

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GEORGE L. ROSNER, CLERK

D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA DOBSON TROWBRIDGE,

Complainant

vs.

DAVID BRIAN TROWBRIDGE,

Defendant

No. 86D-1406

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and entered into at Nashville, Tennessee, on this the 22nd day of July, 1986, by and between MARTHA DOBSON TROWBRIDGE, hereinafter referred to as "Wife", and DAVID BRIAN TROWBRIDGE, hereinafter referred to as "Husband";

W I T N E S S E T H:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce is to be filed and whereas the parties are desirous of settling their property and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. REAL ESTATE-The wife shall receive the Blue Ridge Interval Ownership condominium and the husband shall be divested of any right, title or interest in said property and all interest shall vest solely in the wife. The wife shall be responsible for any indebtedness thereon and the husband be held harmless on said indebtedness.

The husband shall receive the Land Harbors lot which was his separate property prior to the marriage, the West Ridge Interval Ownership condominium and the parties' homeplace located at 4615 Medora Avenue, Nashville, Tennessee which is more particularly described:

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Mrs. A. J. McGaughey's Subdivision of Tract No. 2, Second Haysboro Subdivison, as of record in Book 843, Page 71, Register's Office for Davidson County, Tennessee, described as follows:

Said Lot No. 5 fronts 100 feet on the westerly side of Medora Street and runs back between parallel lines 300 feet to a dead line.

Being the same property conveyed to David B. Trowbridge, and wife, Martha D. Trowbridge, by deed from Thomas E. Stewart and wife, Nancy G. Stewart, of record in Book 5835, Page 730, Register's Office for Davidson County, Tennessee.

The wife shall be divested of any right, title or interest in the above described property except as set forth below, and all interest shall vest solely in the husband. The husband shall be responsible for any indebtedness on the Land Harbors lot, the West Ridge Interval Ownership condominium and the parties' homeplace located at 4615 Medora Avenue and he shall hold the wife harmless on all such indebtedness.

In recognition of the wife's property interest in the homeplace located at 4615 Medora Avenue, the husband shall pay to the wife the sum of $4,500.00 to be paid at the rate of $211.83 per month for a period of 24 months from the date of the Final Decree. The wife shall retain a lien against the Medora Avenue property in an amount equal to the outstanding balance. Upon the last payment as set forth above, said lien shall automatically extingush.

2. BANK ACCOUNTS-The parties shall divide their savings account with First American National Bank with a present balance of $2,020.53. The husband will retain the account and will pay directly to the wife the sum of $1,010.26. Said payment will be due upon the date of the final hearing of this cause.

3. AUTOMOBILES-The husband shall retain the 1978 Toyota Celica automobile to be his absolutely and the wife shall be divested of any right, title or interest therein. The husband shall be responsible for any outstanding indebtedness on said vehicle and the wife shall be held harmless thereon.

The wife shall be awarded the 1983 Nissan Sentra automobile now in her possession and the husband shall be divested of any right, title or interest therein and all right, title or interest shall vest solely in the wife. The wife shall be responsible for any outstanding indebtedness on said vehicle and the husband shall be held harmless thereon.

4. HOUSEHOLD FURNITURE & FURNISHINGS-The wife shall be awarded the following listed personal property located in the parties' homeplace: Garden Equipment and Furniture: 1 garden hose, lawn chairs. Den Furnishings: Small Ben Hampton Print and Stand, Ben Hampton "Appalachian Trail" Print, Exercise Trampoline, Fern Plant, Hanging Plant, Plant Stand, Quilt, Sewing Basket, Sewing Machine. Attic: Christmas Tree decorations, Lights and Stand, Front Door Wreath. Extra Bedroom: Alexandra Dumas "Cades Cove" Print, Artificial Flower Arrangment, Bed, Card Table, Chest of Drawers, Clock Radio, Dresser, End Table, Plant Stand, Table Lamp, Trash Can, Unframed Prints, and 2 Vases. Kitchen: China Cabinet, Dining Room Table and Chairs, one-half of every day china, one-half of every day glasses, one-half of every day silver, Paul Millican "Gristmill" Print, Pepper Plant, Plant Stands, Spice Racks, Stereo, Toaster Oven, Wine Glasses Set. Laundry Room: Broom and Sponge Mop. Dining Room: Afghan, Andrew Wyeth "After Picking", Ben Hampton "Reflecting Sycamore" Print, Candle Arrangement, Piano, Photo Album, Potted Plant, Rocking Chair, Extra Chair. Living Room: Ben Hampton "Swinging Bridge", 2 Candlesticks, Curio Bookcase, Drop Leaf Table, End Table, Extra Chair, Floor Lamp, Hummel Collection, Pink Chairs, Silk Flower & Vases (2), Sofa, Table Lamps, Throw Pillow. Office: Folding Chairs, Vacuum Cleaner. Master Bedroom: Ben Hampton "High Splendor" Print, Ben Hampton "Plum Thicket" Print, Ben Hampton "Shallow Ford", Floor Lamp, Quilt Rack, Quilt, Television, Television Stand.

The above property shall become the sole and absolute property of the wife and the husband shall be divested of any right, title or interest therein and all interest shall vest solely in the wife.

All the rest and remainder of the parties' furniture and furnishings located in or about their homeplace shall become the sole and absolute property of the husband to be his absolutely and the wife shall be divested of any right, title or interest therein and all interest shall vest solely in the husband.

5. PERSONAL PROPERTY-Each of the parties shall be awarded their own personal property including clothing, jewelry and other similar personal items.

6. ATTORNEY'S FEES & COURT COSTS-Each of the parties shall be responsible for their own attorney's fees in connection with this divorce action. Each of the parties shall be responsible for any attorney's fees incurred by the other in enforcing the terms and conditions of this agreement against the other. The wife shall pay the Court costs in this cause, if any.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court, shall be incorporated into the final decree of divorce should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Martha Dobson Trowbridge
MARTHA DOBSON TROWBRIDGE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named, MARTHA DOBSON TROWBRIDGE, with whom I am personally acquainted and who executed the foregoing document for the above described purposes.

Patricia A. Hunter
Notary Public

My Commission Expires: 10/19/82

DAVID BRIAN TROWBRIDGE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named, DAVID BRIAN TROWBRIDGE, with whom I am personally acquainted and who executed the foregoing document for the above described purposes.

Notary Public

My Commission Expires: My Commission Expires July 17, 1988

It is further ORDERED, ADJUDGED and DECREED that the complainant, Martha Dobson Trowbridge is hereby restored to her previous maiden name of Martha Neva Dobson and all documents, records and other instruments shall be amended to reflect that change.

The complainant shall pay the costs of this cause for which let execution issue if necessary.

This the 14th day of August, 1986.

Russell Robinson
JUDGE

APPROVED FOR ENTRY:

Phillip Robinson
Attorney for Complainant

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DAVIDSON COUNTY TN

TWENTIETH REFERENCE

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CERTIFICATE

I hereby certify that I have mailed a copy of the foregoing Final Decree of Divorce to William N. Dearborn, Attorney for Defendant, Dearborn & Ewing, Suite 1200, One Commerce Place, Nashville, TN 37239, on this the 14 day of Aug., 1986.

Phillip Robinson

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* 14th *day of* August, 1986, *in Case Number* 86D-1406 *between* Martha Dobson Trowbridge *Plaintiff, and* David Brian Trowbridge *Defendant, as same remains of record in Book* 155A, *Page* 643 *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* 9th *day of* October *in the year one thousand nine hundred and* eighty-six *and in the* two-hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Whitman *D.C.*