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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CINDY ANN (GREGORY) WEBB)
)
)
VS.) NO. 85D-3394
)
)
TERRENCE LEE WEBB)

FINAL DECREE

This cause came on to be heard on the 4th day of August, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process having been made upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Property Settlement Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the plaintiff, Cindy Ann Gregory Webb, is granted an absolute divorce from the defendant, Terrence Lee Webb, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement, heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

67173

IDENTIFICATION
Nov 26 9 36 AM '86

RUSH

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____, 1986, by and between CINDY ANN (GREGORY) WEBB, hereinafter called "wife", and TERRENCE LEE WEBB, hereinafter called "husband":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, with the result that Mrs. Webb instituted divorce proceedings against Mr. Webb on November 11, 1985, same being Civil Action No. 85D-3394 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. 36-801;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The husband and wife are hereby ordered joint legal custody of the minor child of the parties, Teren Racquel Webb, with primary physical custody being vested in the wife. The husband shall have visitation with the minor child every other weekend, from 6:30 P.M. Friday to 6:30 P.M. Sunday. The husband will pick the minor child up from the wife's home and return the minor child to the wife's home at the time stated. All major holidays will be alternated on a yearly basis, commencing with Labor Day, 1986, which will go to the wife. The husband will be further granted one week of summer vacation to commence during the summer of 1987, and either June, July or August, a time to be mutually agreed upon by the parties hereto.

2. The husband shall pay to the wife the sum of Sixty ($60.00) Dollars per week as child support for the use and benefit of the minor child. Additionally, the husband shall pay the amount of Five $5.00 Dollars per week toward the hospitalization insurance which is currently carried by the wife.

The husband agrees that he will secure full hospitalization coverage within three months from the date of this agreement and name the minor child as the beneficiary. Upon furnishing the wife a copy of the policy setting out adequate coverage at least equal to or better than the existing coverage, the Five ($5.00) Dollars per week will be terminated and the wife will be allowed to terminate her insurance coverage on the minor child.

3. The real property owned by the parties and located at 1414 Woodland Street, Davidson County, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 8 of Block "A" on the Map of Subdivision of the Lindsley Home Place, as of record in Plat Book 2, Page 92, Chancery Court Clerk's Office for said County.
>
> Said Lot No. 8 fronts 50 feet on the southerly side of Woodland Street and extends back between parallel lines 240 feet to an alley.
>
> Being the same property conveyed to Terry L. Webb and wife, Cindy A. Webb by deed from Joe B. Webb and wife, Nancy B. Webb, of record in Book 6044, Page 147, Register's Office for Davidson County, Tennessee.

Be and the same hereby is divested from the husband vested solely in the wife, free any and all right, title and interest of the husband therein. The wife agrees to hold the husband harmless from the indebtedness thereon. The husband is hereby granted a lien upon said real property in the amount of Five Thousand ($5,000.00) Dollars, with 7% interest per annum from the date of this decree forward. Said lien shall be paid when the house is sold, when the wife remarries, when the youngest child reaches age eighteen, or when the wife ceases to reside in the real property.

4. The husband hereby agrees to pay one-half of all outstanding hospital and doctor bills arising from the birth of the minor child of the parties, said bills to be furnished to him by the wife. The husband agrees to pay these bills in a timely fashion, and to hold the wife harmless from any further liability thereon.

5. Each party agrees to pay their own attorneys fees.

6. The husband shall pay all court costs in this cause, for which execution may issue if necessary.

7. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

8. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that 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, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

9. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

10. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, 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 expense, if any.

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

12. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Cindy Ann Gregory Webb
CINDY ANN (GREGORY) WEBB

Terrence Lee Webb
TERRENCE LEE WEBB

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Cindy Ann Gregory Webb, who acknowledged that she executed the above Property Settlement Agreement for the purposes therein contained.

This 16 day of October, 1986.

Patricia B. Eaton
NOTARY PUBLIC

My Commission Expires: 12 20 89

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named Terrence Lee Webb, who acknowledged that he executed the above Property Settlement Agreement for the purposes therein contained.

This 14th day of October, 1986.

Katherine S. Ryan
NOTARY PUBLIC

My Commission Expires: 7-18-87

The Court further finds that the current address of the parties is as follows: Husband - 3523 Whites Creek Pike, Nashville, Tennessee 37207; Wife - 1414 Woodland Street, Nashville, Tennessee 37206.

The Court further finds that unless specifically ordered by this Court the amount of child support set herein shall not be reduced or prorated by either party.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are to be taxed against the husband, for which execution may issue, if necessary.

ENTERED this 12th day of November, 1986.

Marvel Robinson
JUDGE

Approved for Entry:

HAYNES AND ASSOCIATES

BY: John M. Cannon
JOHN M. CANNON
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. Joe P. Binkley, Attorney for Defendant, 174 Third Avenue, North, Nashville, Tennessee 37201, on this [illegible] day of October, 1986.

BY: John M. Cannon
JOHN M. CANNON

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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* 12th. *day of* November, *19* 86, *in Case Number* 85D-3394 *between* Cindy Ann (Gregory) Webb *Plaintiff, and* Terrence Lee Webb *Defendant, as same remains of record in Book* 157A, *Page* 597 *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* 26th. *day of* November *in the year one thousand nine hundred and* Eighty-Six *and in the* 211th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117