35A/295

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
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CLERK & MASTER, CLERK
K. Lane Ford D.C.

HORACE DENNIS NICHOLS :

vs. : No. 86D-2610

LILLIAN MARGARET NICHOLS :

FINAL DECREE

This cause came on to be heard on November 20, 1986 before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee, upon original complaint for absolute divorce filed by husband, introduction of the Agreement entered into by and between the parties, and after testimony of husband, the Court was of the opinion that the parties have irreconcilable differences and that husband should be granted a divorce on the grounds of irreconcilable differences and further, that the agreement entered into by and between the parties is affirmatively found to make for an equitable settlement of the parties' property rights. It is therefore

ORDERED by the Court that husband be and he is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED by the Court that the agreement entered into by and between the parties is approved and the Court affirmatively finds that said Agreement makes for an equitable settlement of the parties' property rights. Said Agreement is made a part of this Final Decree, which Agreement reads in words and figures as follows:

80339

IDENTIFICATION REFERENCE

JAN 6 9 44 AM '87

DAVIDSON COUNTY, TN

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 7096 PAGE 709

HORACE DENNIS NICHOLS :

vs. : No. 86D-2610

LILLIAN MARGARET NICHOLS :

AGREEMENT

In this cause, it appears to the Court that husband has filed a complaint for absolute divorce on the grounds of irreconcilable differences and that the parties desire to settle their property rights, all subject to the approval and sanction of the Court, and should the Court see fit to grant husband an absolute divorce in this cause on the grounds of irreconcilable differences, the parties have agreed as follows:

1. Husband will keep all right, title and interest to his United Parcel Service Thrift Plan and credit union and wife will have no claim thereto.

2. Husband will keep all right, title and interest to his 25 shares of Metropolitan Federal stock with wife having no claim thereto.

3. Husband will keep his house or real property located on Maplecrest Drive in Nashville, Davidson County, Tennessee and be responsible for all indebtedness thereon.

4. Husband will have all right, title and interest to the house and real estate on Albry Drive and be responsible for all indebtedness thereon.

5. Each will keep their own furniture that they brought into the marriage and in addition, husband will purchase certain property from wife, which transaction shall occur prior to the Final Decree in this cause.

6. Wife shall have all right, title and interest to her property in McEwen, Tennessee, with husband having no claim thereto and she shall be responsible for all indebtedness thereon.

7. Husband will have all right, title and interest to his 1979 Chevrolet automobile and be responsible for all indebtedness thereon.

8. Wife shall have all right, title and interest to her 1978 Chevrolet automobile and be responsible for all indebtedness thereon.

9. Each will retain all right, title and interest in and to their individual savings accounts.

10. Each will retain all right, title and interest to their individual personal property.

11. Wife shall retain all right, title and interest to any retirement or other benefits that she has at her place of employment, Atlantic Envelope Company.

12. Each will be responsible for their own indebtednesses and charges they have made.

13. Husband will purchase from wife the following property for the following amounts:

2 chairs	$ 484.00
couch	166.00
cups/butterflies	79.73
lamps	179.00
pink chair	315.00
flowers	37.00
clock	166.00
curtains	400.00
boy & girl	10.00
mirror	250.00
wall placks	4.00
2 ferns	10.00
table	249.98
table	323.25
2 stands in bedroom	29.00
2 lamps on dresser	27.00
phone	81.00
bed spread and sham	75.00
umbrella stand	25.00
mirror	19.99
picture	6.00
bowl & stand	20.00
vacuum Kirby	700.00
bathroom fixtures	12.00
microwave	319.00
microwave stand	60.00
dinning room suit	1,200.00
fruit bowl	14.00
cookie jar	10.00
basket on hutch	10.00
tea set	4.00
flowers, pitcher, candle sticks	10.00
knife	4.50
fruit server	4.75

bowl on TV in den	3.00
picture over TV	10.00
2 vases & ginger jars	25.00
fire place set	10.00
bed spread	69.00
drapes	29.00
drapes	19.00
picture	10.00
rugs	15.00
table cloth and napkins	6.00
candy dish	6.00
difference in table cloth	21.00
den curtains	378.00
glider	40.00
rent	300.00
chair front bedroom	250.00
TOTAL	$6,496.40

14. The parties agree that the descriptions of the real property will be set forth in the Final Decree properly vesting and divesting the real property.

15. Each party will sign any memorandum, paper, writing, deed, title or written instrument in order to carry out the terms of this Agreement.

16. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of husband and wife from all other claims arising out of their marital relations and each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver or dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by husband and wife and any property that either of them may acquire in the future. The wife and husband both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

17. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 1 day of October, 1986 as to the Wife and on the 1 day of October, 1986 as to the Husband.

HORACE DENNIS NICHOLS

LILLIAN MARGARET NICHOLS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named HORACE DENNIS NICHOLS, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 1st day of October 1986.

NOTARY PUBLIC

My Commission Expires: Jul. 18, 1987

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state the within named LILLIAN MARGARET NICHOLS, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 15th day of October 1986.

Carolyn J. French
NOTARY PUBLIC

My Commission Expires: July 18, 1987

It is further ORDERED by the Court that the real property described in paragraph three now vested in husband to be his absolutely is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 310 on the Map of Maplecrest, as of record in Book 1835, pages 27 and 28, Register's Office for said county.
>
> Said Lot No. 310 fronts 80 feet on the northeasterly side of Maplecrest Drive and runs back between lines, 158 feet on the northwesterly line and 160 feet on the southeasterly line to a dead line in the rear on which it measures 55 feet.
>
> Being the same property conveyed to Horace D. Nichols and wife, Rosie S. Nichols, by deed from First Industrial Corporation, as of record in Book 4362, page 84, said Register's Office.

Map 84-10 Par 36 ac

It is further ORDERED by the Court that the real property now vested in husband to be his absolutely described in paragraph four of the Property Settlement Agreement is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 227 on the plan of Maplecrest, as of record in Book 1835, pages 27 and 28, Register's Office for said County and State, to which said plan reference is hereby made for a more complete legal description of said lot.
>
> Being the same property conveyed to Horace D. Nichols by deed from Michael J. Smith and wife, Patricia A. Smith, as of record in Book 6366, page 823, said Register's Office.

84-11 1.48 ac

It is further ORDERED by the Court that the property described in Paragraph six of the Agreement to be wife's absolutely is described in words and figures as follows:

> Lying and being situated in the 3rd Civil District of Humphreys County, Tennessee, about 5 miles north of McEwen, Tennessee, south of and adjacent to the Old Mt. Zion Road, bounded and described as follows, to-wit:
>
> Beginning on a stake in the said road at a point 40 feet north 86 deg. west from the original northeast corner of a 5.0 acre tract of which this is a part, the same being a corner of the 4.0 acre tract sold to Asa Wanamaker, running thence with the said 4.0 acre tract as follows: South 5 deg. west 19 poles to a stake iwth a sugar tree pointer, thence south 25 deg. west 13½ poles to a stake, thence leaving the said 4.0 acre tract and with a new line as follows: North 46 deg. west 15 2/3 poles to a white oak at the fence, thence with the fence north 61 deg. West 10⅗ poles to 2 white maples in a hollow, thence north 14 deg. East 18 poles to a stake, in the said road, thence with the said road, south 86 deg. East 25½ poles to the beginning, containing

3-3/8 acres to be the same more or less, according to a survey made January 3, 1972, by Sam Long, County Surveyor.

Being the same property conveyed to Horace Dennis Nichols and wife, Lillian Wanamaker Smith Nichols, by deed from Lillian Wanamaker Smith Nichols, of record in Deed Book 125, Series A, page 382, Register's Office, Humphreys County, Tennessee.

Husband Will Pay Balance of Any Court Cost

ENTER this 20 day of Nov, 1986.

JUDGE

APPROVED FOR ENTRY

JACK A. BUTLER
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Lillian Margaret Nichols, 2311 Aubrey Drive, Nashville, Tennessee, she having no attorney of record this 20 day of November, 1986.

JACK A. BUTLER

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* Nov., *19* 86, *in Case Number* 86D-2610 *between* Horace Dennis Nichols *Plaintiff, and* Lillian Margaret Nichols *Defendant, as same remains of record in Book* 35A, *Page* 295 *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* 11th *day of* December *in the year one thousand nine hundred and* 86 *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Oyer *D.C.*

Form #GR-117