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GEORGE L. ROOKER, CLERK
K. Hansford D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

PAUL LOWE GEDDES, JR.,
Plaintiff,
vs.
RAYBERTA A. GEDDES,
Defendant.

No. 86D-2008

M-Parcel
120.05
125.00

FINAL DECREE

This cause came on to be heard on the 18th day of December, 1986, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the Plaintiff's Petition for absolute divorce, the Property Settlement Agreement signed by both parties, the testimony of Plaintiff in open court, statements of counsel for Plaintiff, and upon the entire record herein, from all of which, the Court finds that the allegations of the Petition have been fully sustained and that the parties have suffered such irreconcilable differences in their marriage as entitles them to an absolute divorce. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Plaintiff, Paul Lowe Geddes, Jr., be and he hereby is, awarded an absolute divorce from the defendant, Rayberta A. Geddes, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and DECREED by the Court 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:

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IDENTIFICATION REFERENCE
JAN 16 3 01 PM '87

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| PAUL LOWE GEDDES, JR., | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| vs. | ) | No. 86D-2008 |
| | ) | |
| RAYBERTA A. GEDDES, | ) | |
| | ) | |
| Defendant. | ) | |

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Probate Court for Davidson County, Tennessee, a Complaint for Absolute Divorce, Docket Number 86D-2008, wherein Paul Lowe Geddes, Jr., hereinafter referred to as "Husband," is the Plaintiff, and Rayberta A. Geddes, hereinafter referred to as "Wife," is the Defendant; and,

WHEREAS, the parties have suffered irreconcilable differences in their marriage and are not living as man and wife and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a Decree of Divorce is granted in this cause; and,

WHEREAS, both parties are aware of their possessions and obligations one to the other and their legal rights;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, the parties agree as follows:

1. CONSIDERATION: The consideration for this Agreement is the mutual promises, covenants, and undertakings contained herein.

2. TRIAL: Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. CUSTODY OF MINOR CHILDREN: The parties shall retain joint custody of the minor children of the marriage, to wit: Paul David Geddes, age 9 years, and Steven Scott Geddes, age 6 years, with physical possession of the children to be as follows:

(a) Wife shall have possession, care, custody and control of the children from Monday evening through Friday morning of every week during the school year, one week during the Christmas vacation, and six weeks during the summer vacation.

(b) Husband shall have possession, care, custody and control of the children from Friday morning through Monday evening during the school year plus one week night each week, one week during Christmas vacation, and six weeks during the summer vacation.

4. VISITATION: Husband and wife shall retain reasonable visitation rights with the parties' minor children, Paul David Geddes and Steven Scott Geddes while the possession of the children is with the other parent. The specific visitation time shall be mutually agreed upon by the husband and wife as their schedules permit.

5. DOMICILE OF CHILDREN: The parties agree the children shall be domiciled in Davidson County or one of the contiguous counties in Middle Tennessee.

6. CHILD SUPPORT: Husband shall pay to the Wife the sum of Four Hundred Dollars ($400.00) per month for the support and maintenance of Paul David Geddes and Steven Scott Geddes.

7. CHANGED CIRCUMSTANCES: Husband and Wife understand and realize that the provisions of this Agreement pertaining to custody, child support, and visitation remain under the jurisdiction of the Court and can be reviewed and modified upon a change of circumstances.

8. MEDICAL INSURANCE AND MEDICAL EXPENSES: The Wife agrees to provide medical and hospitalization insurance coverage for the minor children. The Wife further agrees to be responsible for and pay any and all necessary medical and dental expenses not covered by such insurance.

9. PERSONAL PROPERTY: The parties agree to equitably divide all household furniture and furnishings, appliances and other personal property owned and used by the parties. Husband and Wife agree that upon dividing said items of personal property

such items shall be vested absolutely and in fee simple to such parties in possession free and clear from any claim of the other party.

10. DEBTS: Husband agrees to assume full responsibility for payment of the balance due the Nashville Electric Service on the insulation contract, and the balance due on a certain loan from Paul L. and Johnetta Geddes. Husband agrees to hold wife harmless for these debts. The Wife agrees to assume responsibility for payment of the outstanding balance due Parkview Eye Clinic, and any attorney fees she may have incurred.

11. REAL PROPERTY: The parties own as tenants by the entirety certain real property located at 408 Glenpark Drive, Nashville, Davidson County, Tennessee, the same being more particularly described as follows.

> Land in Davidson County, Tennessee, being Lot No. 5C11 on the Plan of Glengarry Park, Section 5-C, of record in Book 3500, page 54, said Register's Office.
>
> Said Lot No. 5C11 fronts 90.0 feet on the southeasterly side of Glenpark Drive and runs back 164.1 feet on the southwesterly line and 178.0 feet on the northeasterly line to a line in the rear which measures 91.1 feet thereon.
>
> Being the same property conveyed to Paul L. Geddes, Jr. and wife, Rayberta A. Geddes by deed from Buford L. Ferrell and wife, Helen A. Ferrell as of record iin Book 5664, page 803, said Register's Office.

The parties agree that the husband shall retain said homeplace as his sole and separate property free and clear of any interest of the wife, and all right, title or interest in and to said real property shall be divested from her and vested in the husband so that he owns same in fee simple absolute. The parties further agree that Husband shall pay the outstanding indebtedness on said real property, indemifying and holding Wife harmless therefrom.

The parties further agree that the Wife shall retain a lien on said real property in the amount of Four Thousand Dollars ($4,000.00). Said lien shall be retained by Wife until the youngest child attains age 18 or the Husband sells said property. Upon the occurrence of either event, the Wife shall be entitled

to receive the sum of Four Thousand Dollars ($4,000.00) cash in satisfaction of said lien. In addition to said $4,000.00 lien, the Wife hereby acknowledges the receipt of a One Thousand Dollar ($1,000.00) cash payment as a portion of her equity in said property. The parties further agree that the wife shall have first option to purchase the property at the current appraised value in the event of sale by the husband.

The parties further agree that in the event husband shall vacate said real property and the same shall become rental property, the wife shall have first option to rent said property. The parties agree the monthly rental rate shall at all times be equal to the monthly mortgage payment owed by the husband. Said rental payments shall be adjusted as the husband's monthly mortgage payment is revised from time to time.

12. VEHICLES: The parties agree that title to the 1982 Buick Skylark and the 1986 Subaru shall vest in the Wife free and clear from any claim of the Husband; and that title to the 1978 Chevrolet Chevette shall vest in the Husband free and clear from any claim of the Wife. Each party agrees to be responsible for all costs of operation of their respective vehicles, including insurance, and to hold the other party harmless for any indebtedness on their respective vehicles.

13. ALIMONY WAIVER: Wife hereby waives any further claim for alimony, past, present or future from the Husband.

14. COURT COSTS: Husband agrees that he shall be responsible for any and all court costs in connection with this divorce action.

15. TAX EXEMPTIONS: The parties agree that the Husband shall be entitled to the tax exemptions on his annual federal income tax return for both children, Steven Scott Geddes and Paul David Geddes.

16. TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with the divorce and is not a sale or exchange or other disposition, but is an equal distribution of property by co-owners.

17. ACCEPTANCE BY THE PARTIES: With respect to each parties' responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligations are non-dischargeable debts under Section 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the property settlement agreement.

18. INDEBTEDNESS: The parties agree that each shall be responsible for any indebtedness incurred in his or her own name, indemnifying and holding the other harmless thereon.

19. FINAL SETTLEMENT: This Agreement is intended to be a final settlement 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 party 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 Husband and the Wife, or any property that either of them may acquire in the future.

20. ADDITIONAL INSTRUMENTS: Both parties agree to execute in a timely fashion all documents or instruments necessary to carry out the full purpose and intent of this Agreement.

21. VOLUNTARY ACCEPTANCE: The parties agree 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 parties declare and acknowledge that they have read this instrument in its entirety and familiarized themselves with its content, and signed and executed this instrument on the day and date written below.

Paul Lowe Geddes Jr.
PAUL LOWE GEDDES, JR.

Rayberta A. Geddes
RAYBERTA A. GEDDES

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named PAUL LOWE GEDDES, JR., with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal this 9th day of December, 1986.

Martha C. Eldridge
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 10, 1990

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named RAYBERTA A. GEDDES, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand and official seal this 9th day of December, 1986.

Martha C. Eldridge
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 10, 1990

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 Court finds that the current addresses of the parties are as follows:

Paul Lowe Geddes, Jr.
408 Glenpark Drive
Nashville, TN 37217

Rayberta A. Geddes
308 Pebble Creek Circle
Antioch, TN 37013

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

ENTER this 18 day of Dec, 1986.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

Thomas F. Hollingsworth
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
Phone: (615) 244-5432

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to the defendant, Rayberta A. Geddes, 308 Pebble Creek Circle, Antioch, Tennessee 37013, on this the 18th day of December, 1986.

Thomas F. Hollingsworth

Mail
Dana F. Halliburton
1610 Parkway Towers
Nash. Tenn 37219

# 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* 18th *day of* December, *19* 86, *in Case Number* 86D-2008 *between* PAUL LOWE GEDDES, JR., *Plaintiff, and* RAYBERTA A. GEDDES, *Defendant, as same remains of record in Book* 35B, *Page* 198 *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* 12th *day of* January *in the year one thousand nine hundred and* eighty-seven *and in the* 211th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

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

**Form #GR-117**