BOX 15

1580/1760

FILED

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

'87 JAN 23 PM 3 54

GEORGE L. ROONER, CLERK

LILLIAN SUE NELL POAG

BOOK 7119 PAGE 624

Plaintiff K. Langford D.C.

VS. Docket No. 86D-245

JAMES WARD POAG

Map 147-1
Parcel 15

Defendant

FINAL DECREE

This cause came on to be heard on December 4, 1986 before the Honorable ~~Bobby Jackson~~ ROBERT L. JACKSON, sitting as Special Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the original Complaint for absolute divorce filed by the wife, the grounds of cruel and inhuman treatment and adultery having been withdrawn, and after testimony of the wife, the Court was of the opinion that the parties have irreconcilable differences and that the wife should be granted an absolute divorce, and further, the Court affirmatively finds that the property settlement entered into by and between the parties makes for an equitable settlement of the parties' property rights is approved and made a part of this Final Decree.

IT IS THEREFORE ORDERED AND DECREED by the Court that the wife, Lillian Sue Nell Poag, be and she is hereby granted an absolute divorce and restored to all of the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties are forever and perpetually disolved.

IT IS FURTHER ORDERED by the Court that the agreement entered into by and between the parties disposing of their property is affirmatively found to make for an equitable settlement of the parties' property rights, is approved and made a part of this final decree which property settlement agreement reads in words and figures as follows:

87836

IDENTIFICATION REFERENCE

JAN 28 1 00 PM '87

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between LILLIAN SUE NELL POAG, hereinafter called "Wife" and JAMES WARD POAG, hereinafter called "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife instituted divorce proceedings against the Husband on January 24, 1986, the same being Civil Action No. 86D-245 in the Fourth Circuit Court of Davidson County, Tennessee, and,

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. That the Wife will proceed to obtain a divorce on the grounds of irreconcilable differences.

2. Husband shall insure that that he will keep in full force and effect a policy of major medical and hospitalization insurance covering the Wife. In the event that there happens to be a lapse in coverage, or non-coverage, it shall be Husband's responsibility to pay the Wife $75.00 per month toward her obtaining her own coverage.

3. Husband and Wife own a home located at 346 Lynn Drive, Nashville, Tennessee, as tenants by the entireties. The parties agree that all right, title and interest to the home shall

be vested out of Husband and vested in Wife, and that Wife shall be responsible for the payments on said home.

4. Wife will be awarded all right, title and interest in a 1982 Omega automobile, and she will be responsible for the balance of payments on said automobile.

5. The Wife will retain the furniture and household appliances in the home of the parties.

6. The parties have heretofore divided all articles of their personal property, and do hereby ratify said division, acknowledging that all such property in the possession of either of them on the date of execution of this Agreement shall be the sole and separate property of the party so possessing same.

7. It is further understood and agreed between the parties that each shall bear sole and separate responsibility for payment of all debts incurred by him or her after the date of the parties' separation and shall hold the other party harmless from any liability therefor.

8. Husband will pay to Wife the sum of $800.00 a month as support, effective as of the date of the signing of this Agreement, until May 1, 1987, and after this date, the amount of support will increase to $1,000 a month which will continue until the Husband reaches 65 years of age or retires, the Wife's remarriage, or the Wife's death, whichever comes last.

9. Husband agrees to pay the court costs in the divorce proceeding now pending.

DELETED BY MUTUAL AGREEMENT

10. The Wife will be awarded three one ounce gold Krugerands as hers alone or be awarded the fair market value of said coins as of October 31, 1986.

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

12. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation in the Final Decree.

13. It is understood and agreed between the parties that this

Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all of the claims arising out of their marital relationship, that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as Administrator or Executor of the other's estate, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them might acquire in the future.

14. This Agreement shall be binding on and inure to the benefit of the parties hereto, the personal representatives, heirs and assigns.

15. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coertion, 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 and with advice of counsel.

THIS AGREEMENT is executed this 3rd day of December 1986.

agreed in whole, except item 10 eliminated by mutual agreement.

Lillian Sue Nell Poag

LILLIAN SUE NELL POAG

agreed in whole, except that item 10 is eliminated by mutual agreement.

James Ward Poag

JAMES WARD POAG

BOOK 7119 PAGE 628

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named James Ward Poag with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

James Ward Poag

James Ward Poag

Sworn to and subscribed to before me this 1 day of Dec. 1986.

Notary Public

My Commission Expires:

12/21/86

BOX 15

BOOK 7119 PAGE 629

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named Lillian Sue Nell Poag with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Lillian Sue Nell Poag

Lillian Sue Nell Poag

Sworn to and subscribed to before me this 3rd day of December 1986.

Notary Public

My Commission Expires:

5-13-90

IT IS FURTHER ORDERED by the Court that the real property described in paragraph 3. of the property settlement agreement now vested in the wife to be hers absolutely, is described in words and figures as follows:

BEING Lot No. 414 on the Plan of Caldwell Hall, Section 6 of record in Plat Book 2900, Page 145, Register's Office, Davidson County, Tennessee.

BEING the same property conveyed to James Grady Bowman, Jr. and wife Marilyn D. Bowman by deed from the Kennedy Corp. of record in Book 3312, Page 539, said Register's Office.

THIS conveyance is subject to restrictions of record in Book 1788, Page 108; Book 3221, Page 6; Book 3251, Page 543, said Register's Office.

THIS conveyance is subject to an easement for drainage and public utility and building lines of record in Plat Book 2900, Page 148, said Register's Office.

THIS conveyance is subject to any and all existing easements of record.

BEING the same property conveyed to James Ward Poag and wife, Sue H. Poag, of record in Book 5462, Page 403 Register's Office of Davidson County, Tennessee.

Entered this the 23rd day of JANUARY, 1987.

Robert L. Jackson
SPECIAL JUDGE
ROBERT L. JACKSON

APPROVED FOR ENTRY:

STELTEMEIER & WESTBROOK

BY: Robert L. Hudson
ROBERT L. HUDSON
Attorney for Plaintiff
2002 Richard Jones Rd., C-101
P.O. Box 150349
Nashville, TN 37215-0349

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to James Ward Poag, Defendant, 2414 Richmond Rd., Landing Apartments, Apt. #93, Lexington, KY 40502 on the 12th day of January, 1987.

Robert L. Hudson
ROBERT L. HUDSON

BOOK 7119 PAGE 631

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* 23rd. *day of* January, *19* 86, *in Case Number* 86D-245 *between* Lillian Sue Nell Poag *Plaintiff, and* James Ward Poag *Defendant, as same remains of record in Book* 158C, *Page* 1760 *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* January *in the year one thousand nine hundred and* Eight-Seven *and in the* 211th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Tucker *D.C.*

Form #GR-117