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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GEORGE L. ROBERTS, CLERK

K. Hansford

MAP-147-1
Par-202 ML

LYNNE MARIE MULLINS JACKSON,

Plaintiff,

vs.

JOHN CHRISTOPHER JACKSON,

Defendant.

NO. 86D-2609

BOOK 7120 PAGE 745

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of December, 1986, before the Honorable Muriel Robinson, upon the original complaint for absolute divorce, the property settlement signed by the parties and the sworn testimony of the Plaintiff from all of which the Court finds that agreement for the equitable settlement of the property rights between the parties. The Court further finds that the parties have irreconcilable differences and that the Court approves the property settlement of the parties.

The Court further finds that the addresses of the parties are as follows:

Plaintiff's address: 315 Gaywood Drive
Nashville, TN 37211

Defendant's address: 4001 Anderson Rd.
Apt. M-1
Nashville, TN 37217

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Lynne Marie Mullins Jackson, be and is hereby awarded an absolute divorce from the Defendant, John Christopher Jackson, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following property settlement of the parties is approved by the Court, and is incorporated herein by reference, and made the Order of this Court. Said agreement is, in words and figures, as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LYNNE MARIE MULLINS JACKSON, Plaintiff,	)	
vs.	)	NO. 86D-2609
JOHN CHRISTOPHER JACKSON, Defendant.	)	

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made between Lynne Marie Mullins Jackson, hereinafter called Wife, and John Christopher Jackson, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since June 20, 1975, and there has been born of this marriage one minor child, namely Angela Marie Jackson, d/o/b July 5, 1984, and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship, and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

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

1. CUSTODY. Wife shall have and retain sole care, custody and control of the parties' minor child, Angela Marie Jackson. The child will reside principally with the Wife.

2. VISITATION. Husband shall have visitation rights with the parties' minor child every Wednesday evening from 5:00 p.m. until 9:00 p.m. and from 10:00 a.m. Saturday morning until 10:00 a.m. Sunday morning each week. Husband shall have

visitation rights with the child from 8:00 a.m. until noon on all legal holidays. Further, Husband shall have visitation rights at all other reasonable times upon which the parties agree.

3. CHILD SUPPORT. It is agreed that Husband shall pay Wife $800.00 per month as child support in two equal payments on the 1st and 15th of each month. The child support shall be reduced to $600.00 per month if the Wife returns to full-time employment. Said payments shall begin as soon as this agreement is signed by both parties.

4. EDUCATION. Husband and Wife agree to each pay one-half the cost of private school tuition for kindergarten through 12th grade for the minor child. Husband shall pay tuition, room and board for said child through four years of college. This provision is for the benefit of the minor child and may be enforced by her as a third party beneficiary.

5. INSURANCE & MEDICAL BILLS. It is agreed that Husband and Wife shall obtain and/or maintain hospitalization and health insurance on the minor child of the parties. Husband agrees to pay all medical, dental, eye care, eye products and orthodontia bills not covered by insurance.

6. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of Husband shall be his sole and separate property.

7. DEBTS. (A) It is agreed that Husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold Wife harmless on any and all debts secured by these accounts:

A. Master Card (balance of $175.00)

B. Car note on the Pontiac Fiero

(B) It is agreed that Wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold Husband harmless on any and all

debts secured by these accounts:

A. Home mortgage

B. Heat pump loan

C. Master Card (any amount over and above $175.00, which is charged by Wife)

(C) It is agreed that the parties shall be responsible for the payment of any other accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

8. REAL PROPERTY. (A) It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in Wife. Said property is located at 315 Gaywood Drive, and is more specifically described in Book 5032, Page 666 of the Register of Deeds Office, Davidson County, Tennessee, to wit:

> Being Lot No. 304 of the Plan of Caldwell Hall, Section II, as of record in Book 2900, page 96, Register's Office for said County, to which Plan reference is hereby made for a more detailed description.
>
> Being the same property conveyed to Charles K. Jackson and wife Vivien J. Jackson by deed from Ezra O'Neal Howard and wife Edith P. Howard of record in Book 4918, Page 987 Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to John C. Jackson and wife, Lynne M. Jackson by deed from Charles K. Jackson and wife, Vivien J. Jackson of record in Book 5032, Page 666, Register's Office for Davidson County, Tennessee.

It is agreed that Husband shall have a lien against said real property in the amount of $14,500. Said lien may be enforced by Husband only upon the Wife selling or transferring said property. There shall be no obligation on the Wife to sell the property at any time.

9. AUTOMOBILES. The Pontiac Fiero, which is titled in Husband's name shall be vested solely in the Husband, and Husband assumes full responsibility for the payment of the indebtedness due on said automobile and shall hold Wife harmless on the same. The Chevrolet Camaro, which is titled in Husband's and Wife's names shall be vested solely in Wife.

10. COURT COSTS. Any costs of the Court incurred as a

result of the pending action for absolute divorce shall be paid by Husband.

11. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

13. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

14. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a dischage from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, 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, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

15. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that each party has either been represented by an attorney or has been advised to seek the advice of an attorney in the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is

being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Lynne M. Jackson
Plaintiff/Wife

Subscribed and sworn to before me this 18th day of November, 1986.

Jinnie Lynn Ramsaur
Notary Public

My commission expires: 4/19/87

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Defendant/Husband

Subscribed and sworn to before me this 18th day of November, 1986.

Jinnie Lynn Ramsaur
Notary Public

My commission expires: 4/19/87

Jinnie Lynn Ramsaur
Attorney for Wife

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LYNNE MARIE MULLINS JACKSON,)
)
Plaintiff,)
)
vs.) NO. 86D-2609
)
JOHN CHRISTOPHER JACKSON,)
)
Defendant.)

ACKNOWLEDGEMENT

I, John Christopher Jackson, do hereby acknowledge that I have been advised that I may seek the advice of an attorney prior to signing the attached Property Settlement Agreement and have done so or have chosen to sign the Property Settlement Agreement without further advice of an attorney.

JOHN CHRISTOPHER JACKSON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Subscribed and sworn to before me this 18th day of November, 1986.

Notary Public

My commission expires: 4/19/87

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the Husband, for which execution may issue, if necessary.

Entered this the 2nd day of Dec., 1986.

JUDGE

PREPARED BY:

Jimmie Lynn Ramsaur
Jimmie Lynn Ramsaur
SHIPLEY & BEHM
306 Gay Street
206 Realtor's Building
Nashville, TN 37201
615/256-6346

FILED
JAN 29 12 27 PM '87
CLERK & MASTER

IDENTIFICATION REFERENCE

88227

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the Defendant, John C. Jackson, 4001 Anderson Rd., Apt. M-1, Nashville, TN 37217, this 2nd day of December, 1986.

Jimmie Lynn Ramsaur
Jimmie Lynn Ramsaur

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* second *day of* December, 19 86, *in Case Number* 86D-2609 *between* LYNNE MARIE MULLINS JACKSON, *Plaintiff, and* JOHN CHRISTOPHER JACKSON, *Defendant, as same remains of record in Book* 157C, *Page* 1790 *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* 29th *day of* January *in the year one thousand nine hundred and* eighty-seven *and in the* two hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By N. L. Rowland, *D.C.*

Form #GR-117