MAP 104-12-0
PARCEL 052-00

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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAN 16 PM 3:20

CLERK L. ROUKER, CLERK

K. Langford D.C.

WILLIAM R. HEALY, JR.,

Plaintiff,

vs.

KATHRYN T. HEALY,

Defendant.

No. 86D-3077

MAP 104-13
PAR 53.00

ORDER

BOOK 7121 PAGE 316

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the 15th day of January, 1987, upon the Complaint for Absolute Divorce from the bonds of matrimony, the Property Settlement and Child Support Agreement which was entered into by the parties on October 3, 1986, and filed with the Complaint, signed and notarized by the parties, the testimony of the Plaintiff, and the entire record in this cause, from all of which this Court affirmatively finds that the said written agreement adequately and sufficiently provides for the equitable settlement of property rights between the parties and adequately provides for the support and maintenance of the parties' children, that a divorce should be granted on the ground of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved and the parties restored to all the rights and privileges of unmarried persons. It is further ORDERED, ADJUDGED and DECREED that the Property Settlement and Child Support Agreement executed by and between the parties be and it is hereby approved by the Court and judgment rendered thereon in the form and substance as set forth hereinafter:

PROPERTY SETTLEMENT AGREEMENT

This Agreement entered into by and between the parties, William R. Healy, Jr., hereinafter referred to as "Husband", and Kathryn Thweatt Healy, hereinafter referred to as "Wife", for the purpose of submission to the Court at the final hearing for absolute divorce upon Husband's Complaint and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is to be simultaneously filed herewith a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, styled William R. Healy, Jr. vs. Kathryn Thweatt Healy; and

WHEREAS, in view of the parties' intentions to live apart for the rest of their lives, the parties intend and it is the purpose of this agreement to provide for an equitable settlement of any property rights between the parties; and

WHEREAS, all personal property belonging to the parties not otherwise expressly provided for in this agreement has been divided prior to the incorporation of this agreement into the Final Decree,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Husband shall proceed to trial on the ground of irreconcilable differences and submit the Property Settlement Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

2. Custody of the children born of this marriage, Andrew C. Healy, age 13, and William R. Healy, III, age 15, shall remain with Husband.

3. Wife shall have reasonable visitation with the children. Husband shall not oppose any visitation between Wife and the children, but due to the ages of the children, the decision in such matter shall rest with each child individually.

4. Wife shall be divested out of all rights to title and interest in property owned by the parties as their residence at 202 Carden Avenue in Davidson County, Tennessee, and title thereto shall be vested solely in Husband.

5. Wife shall have sole and exclusive title and interest in all property owned by Wife prior to the marriage, and same shall be divested out of Husband.

6. Husband agrees to give sole title and interest in the parties' 1983 Chevrolet Caprice stationwagon to Wife in January, 1987.

7. Husband agrees to return to Wife the sum of Twenty-Five Thousand Dollars ($25,000.00) now in a joint savings account in Chattanooga, Tennessee. It is agreed and understood between the parties that this money has belonged to Wife exclusively.

8. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties herein being divided between the parties.

9. In consideration of this agreement, Husband and Wife hereby release one another, their heirs, executors, administrators and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead or dower, or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, all rights to elect against the other's Will, and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demand, or obligations at any time hereafter for any purpose except that these parties may

assert all rights that are given under this agreement. Such rights take effect upon the date of signing of this agreement.

10. Attorney fees in this cause shall be paid by the respective party to his or her respective attorney.

11. The cost of this cause shall be taxed against the Husband.

12. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress or coercion.

13. Wife has been advised that it is perhaps in her best interest that she obtain counsel. Having been so advised, she has chosen not to obtain counsel and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

14. Both Husband and Wife waive service of process.

/s/ William R. Healy, Jr.
WILLIAM R. HEALY, JR.

/s/ Kathryn Thweatt Healy
KATHRYN THWEATT HEALY

It is further ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, William R. Healy, Jr., shall pay the costs of said cause, to enforce the collection of which execution will issue, if necessary.

Entered this 15th day of January, 1987.

MURIEL ROBINSON
Judge

APPROVED FOR ENTRY:

P. V. JACKSON, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been forwarded to the Defendant at 3807A Brighton Avenue, Nashville, Tennessee 37205, this 15TH day of January, 1987.

P. V. Jackson III

P. V. JACKSON, III

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IDENTIFICATION

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RUSH

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* Sixteenth *day of* January, 19 87, *in Case Number* 86D-3077 *between* William Healy, Jr. *Plaintiff, and* Kathryn Healy *Defendant, as same remains of record in Book* 158B, *Page* 1366 *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* 21 *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 Barbara Eldridge, *D.C.*

Form #GR-117