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FILED
1983 DEC 15 AM 10:46
GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN WALKER MADDUX,
Plaintiff/Wife

vs.

DAVID DOUGLAS MADDUX,
Defendant/Husband

No. 83D-2916

BOOK 7126 PAGE 905

FINAL DECREE

This cause came on to be heard on this 15th day of December, 1983 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint for absolute divorce, personal service upon the defendant, testimony of the plaintiff in open Court, the signed and notarized Property Settlement Agreement entered into by the parties and the entire record in this cause. At the conclusion of the hearing, it was the opinion of the Court that the Property Settlement Agreement fully and fairly disposed of all of the joint marital property and properly provided for the custody and support of the parties' minor child and the agreement should therefore be approved and the divorce granted upon the grounds of irreconcilable differences. The Property Settlement Agreement which is approved by the Court and incorporated in this Decree is as follows:

90185

IDENTIFICATION REFERENCE

FEB 4 9 23 AM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

Over-Citco

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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KAREN WALKER MADDUX,)
Plaintiff,)
v.) No. 83D-2916
DAVID DOUGLAS MADDUX,)
Defendant.)

BOOK 7126 PAGE 906

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into by and between KAREN WALKER MADDUX, hereinafter referred to as "Wife", and DAVID DOUGLAS MADDUX, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, irreconcilable differences have arisen between the parties and it is now evident that their chances of ever living together again as Husband and Wife are remote, and

WHEREAS, the parties are desirous of settling all controversies between them concerning child custody, support of the minor child, tuition for the children of the parties, and division of jointly and individually owned property.

THEREFORE, the parties hereto agree as follows:

1. That the house and lot located at 899 Thompson Avenue, Nashville, Davidson County, Tennessee shall be divested out of the Wife and vested solely in the Husband. The Husband shall remain making all monthly payments on the property of Three Hundred Seventy-three Dollars ($373.00) per month, to be paid directly to the mortgage company until the mortgage is satisfied or until the sale of the house. However, the Wife may remain living in the home at 899 Thompson Avenue until the minor child of the parties reaches the age of eighteen (18), or until the Wife remarries, or until the Wife begins cohabitating with a male person on a regular basis.

2. In the event of any of the above circumstances regarding the child's reaching majority, the Wife's remarriage,

the Wife's cohabitating with a male person on a regular basis, the house shall be put on the market for sale. The proceeds of the house shall be divided equally after the Husband is repaid for the outstanding bills he is responsible for in the approximate amount of Twenty Five Thousand Dollars ($25,000.00). The approximate amount of Twenty Five Thousand Dollars ($25,000.00) shall come off the top of the proceeds of the house and paid directly to the Husband and the balance, if any, of the proceeds shall then be divided equally between the parties. The outstanding bills are more fully set out below.

3. The Husband agrees to pay for any reasonable house maintenance on the house and lot located at 899 Thompson Avenue, Nashville, Tennessee.

4. The Husband further agrees to pay all insurance and taxes on the house and lot located at 899 Thompson Avenue, Nashville, Tennessee, and hold Wife harmless of same.

5. The parties have incurred certain debts of the marriage prior to the parties' separation on July 20, 1983, in the approximate amount of Twenty Five Thousand Dollars ($25,000.00). The Husband shall be responsible for said debts and hold Wife harmless of same. However, as set out above, the Husband shall be reimbursed for the outstanding debts in the event of the sale of the parties' home at 899 Thompson Avenue, Nashville, Tennessee before the proceeds, if any, are divided between the parties.

6. The parties have acquired a bank loan in the approximate amount of One Hundred Thousand Dollars ($100,000.00) for the Husband's business. The Husband is the principal borrower of the loan and the Wife is the co-signer for said loan. The Husband agrees to be responsible for the repayment of said loan and hold Wife harmless of same.

7. The Husband further agrees to hold Wife harmless of any other business debts that the parties may have incurred since their marriage, therefore, he will be responsible for the repayment of any other business loans.

8. The Husband shall pay to the Wife the sum of One Thousand Dollars ($1,000.00) at the time of the final divorce of this cause, so as to help her financially until she is more established in her business.

9. The Husband further agrees to pay to the Wife the sum of Five Hundred Dollars ($500.00) per month as alimony until such time as the Wife remarries or begins cohabitating with a male person.

10. The parties have one minor child of the marriage. The Wife is the fit and proper person to have complete custody and control of the minor child, Marguerite Elizabeth, subject to the reasonable and generous visitation of the Husband.

11. As child support, the Husband shall pay the tuition at Harpeth Hall for the minor daughter and the tuition at Southwestern University for the adult son of the parties, David Tandy. The tuition of approximately $880.00 per month shall be paid directly to the respective schools by the Husband. The Husband further agrees to pay One Hundred Dollars ($100.00) per month directly to the son as spending money, and Twenty Dollars ($20.00) per month directly to the daughter, Marguerite Elizabeth, also as spending money, until such time as the children are established and are earning money on their own. These figures, Eight Hundred Eighty Dollars ($880.00) for tuition, One Hundred Dollars ($100.00) for David's spending money, and Twenty Dollars ($20.00) for Marguerite's spending money, total approximately One Thousand Dollars ($1,000.00) per month as child support for the two children of the parties.

12. All of the household furnishings and effects in the home located at 899 Thompson Avenue, Nashville, Tennessee shall be awarded to the Wife, with the exception of the following items which shall be awarded to the Husband: (a) bench inherited from the Husband's father in den, (b) his personal effects, (c) the stereo system, (d) all guns to be awarded to the Husband with the exception of certain guns to be awarded to the son of the parties, which shall be determined by the Husband, and (e) all pictures of the Husband's family. If the Wife chooses to sell or discard any of the household furnishings and effects, the Husband shall have first option to purchase any of the items.

13. The bed and furnishings in the daughter's room shall be awarded to the daughter, Marguerite. The parties further agree that the bed and furnishings in the son's room, along with the sideboard in the sunroom shall be awarded to the son, David.

14. The parties agree that there is no marital estate, therefore, nothing to be divided between the parties.

15. The parties agree to pay their respective attorney's fees in regard to this matter.

16. This Agreement, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which may accrue to either of them in the future, except as herein otherwise provided, including support, maintenance, alimony, dower, homestead, inheritance, or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other.

This Agreement has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation and only after an opportunity to seek the advice of and consultation of counsel.

Witness our hand this 1st day of December, 1983.

Karen Walker Maddux
KAREN WALKER MADDUX

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn and subscribed to before me this 1st day of December, 1983.

Linda B. Coe
NOTARY PUBLIC

My Commission Expires: July 18, 1987

David Douglas Maddux

DAVID DOUGLAS MADDUX

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn and subscribed to before me this 14th day of November, 1983.

Judy Phillips Westfall

NOTARY PUBLIC

My Commission Expires: 4-21-85

It is therefore ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement and all of its terms be made a part of this Final Decree of divorce and each part thereof shall be made an order of this Court.

It is further ORDERED that the plaintiff, Karen Walker Maddux, is granted an absolute divorce from the defendant, David Douglas Maddux, upon the grounds of irreconcilable differences and that she be restored to all the rights and privileges of a single person.

It is further ORDERED that the house and lot located at 899 Thompson Avenue, Nashville, Tennessee, shall be divested out of the Wife and vested solely in the Husband with the Husband making all mortgage payments on the said property until the mortgage is paid or the house is sold. It is further ORDERED that the Wife shall remain in that residence until the parties' minor child reaches the age of eighteen (18), the Wife remarries or begins to cohabit with a male person on a regular basis.

It is further ORDERED that the Husband shall be solely responsible for all of the debts described in the Property Settlement Agreement and that he shall hold the Wife harmless for same.

It is further ORDERED that the parties' minor child, Marguerite Elizabeth Maddux, shall remain in the exclusive care, custody and control of the plaintiff subject to reasonable and generous visitation by the defendant. The defendant shall pay tuition at Harpeth Hall for minor daughter as well as tuition for the adult son of the parties and make further education and support payments as required by the Property Settlement Agreement.

It is further ORDERED that the parties shall each pay their respective attorneys' fees in this case and that the balance of the cost of this cause are taxed to the defendant for the collection of which execution may issue if necessary.

ENTERED this 15th day of December, 1983.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

BY: Edward M. Yarbrough
EDWARD M. YARBROUGH
Attorney for plaintiff/wife

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been forwarded to Mac E. Robinson, attorney for defendant/husband, P.O. Box 2524, Nashville, Tennessee 37219, this 14th day of December, 1983.

Edward M. Yarbrough

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* fifteenth *day of* December, *19* 83, *in Case Number* 83D-2916 *between* KAREN WALKER MADDUX, *Plaintiff, and* DAVID DOUGLAS MADDUX, *Defendant, as same remains of record in Book* 133C, *Page* 2528 *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* 20th *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 W. L. Rowland *D.C.*

Form #GR-117