154B/1518

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IN THE FOURTH COURT FOR DAVIDSON COUNTY, TENNESSEE

K. Langford

BOOK 7127 PAGE 677

DEBORAH LEIGH DAVIS WEST	)	Map 61-11 Par. 23
VS	)	NO. 86D-1073
TERRY MORRIS WEST	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 22nd day July, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's Complaint for an absolute divorce, testimony of Plaintiff, statement of Counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted to the parties.

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same hereby are forever are dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, and, therefore, it is ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement entered into and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce.

Said Agreement is set out as follows:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH LEIGH DAVIS WEST)

VS.) NO. 86D-1073

TERRY MORRIS WEST)

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into between DEBORAH LEIGH DAVIS WEST, hereinafter referred to as "Wife"; and TERRY MORRIS WEST, hereinafter referred to as "Husband"; whose names appear sworn to below, for the purpose of obtaining a divorce on the grounds of irreconcilable differences in divorce action No. 86D-1073

W I T N E S S E T H:

WHEREAS, the parties are experiencing marital difficulties and a Complaint for Absolute Divorce has been filed by the Wife in the Circuit Court for Davidson County, Tennessee, styled DEVORAH LEIGH DAVIS WEST VS. TERRY MORRIS WEST, and

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which make a reconciliation impossible, and

WHEREAS, the parties desire to enter into this Property Settlement Agreement, which Agreement they consider to be a fair and equitable settlement of all property rights existing between them, and

WHEREAS, the parties desire that the Court approve this Property Settlement Agreement, and the same be made a part of any final decree of divorce entered in this cause, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action, and have been advised by counsel.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the

receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties hereto have mutually agreed that each party will keep his or her own personal property, and they have made a satisfactory settlement as to the ownership of all such personal property.

2. The parties have heretofore agreed upon the distribution of the household furniture and furnishings and each party agrees that they are satisfied with such distribution. They have agreed that Wife will retain the following items as her sole and separate property:

> The guest bedroom suite, consisting of bed, dresser, chest; one cedar wardrobe; one Singer sewing machine; one end table; one table lamp; dining room suite (table, chairs, china cabinet, table & mirror); one rocking chair with yellow cushion; one bookcase - shelf unit; one bookcase - wooden with two shelves; one hall tree; one churn; one stereo with two speakers; four ladder back chairs; one cinnamon cloth recliner; one black and white portable Zenith television set; one Sharp microwave oven; one-half of the pots and pans, dishes, and linens; one Honda motorcycle - small, blue; one food processor; patio furniture - two lounges, two chairs, one swing, and one glider; one glass table with shelf unit; one magazine table; and one upright Eureka vacuum.

Husband will retain the following items as his sole and separate property:

> Master bedroom furniture - king size water bed, dresser, chest; the living room suite - sofa, love seat, chair, and recliner; one coffee table; one table lamp; one rocking chair - black; one nylon loveseat; one kitchen table with four chairs; one sofa - vinyl; one vinyl recliner; one stereo with cabinet; one VCR; one RCA color television set; one Ashley stove; one Whirlpool refrigerator; one Tappan oven; one half of the pots and pans, dishes, and linens; one Sears washer and dryer; one freezer; one Honda motorcycle - small, red; one boat and trailer; one Fifth Wheel Camper - Wilderness; one push lawn mower; one Honda 750 Motorcycle; one vacuum - broom; and one iron.

3. The parties acknowledge that they jointly own real property located at 907 Matthews Avenue, Nashville, Davidson County, Tennessee. Wife agrees to execute Quitclaim Deed to Husband, vesting all her right, title and interest in and to this property in Husband to be his sole and separate property. Husband agrees to assume and pay all indebtedness thereon and hold Wife harmless from same.

4. The parties own the following automobiles: Wife shall retain ownership of the 1986 Nissan Stanza and Husband will

assume and pay all lease payments and insurance premiums on said vehicle until the term of the lease expires in 1991. Husband will retain ownership of the 1976 Ford Truck now in his possession. Each party agrees to execute documents necessary to effect any title transfers.

5. The parties acknowledge they do have some joint indebtedness. Wife will assume and pay the indebtedness to her mother, Nancy Davis, and to Commercial Credit Corporation and will hold Husband harmless from same. Husband will assume and pay the indebtedness to Nashville City Bank, Mastercard, and Fingerhut Corporation, and hold Wife harmless from same. Except as set forth herein, each party will be responsible for his or her own debts and each party is aware of the debt for which she is responsible. Wife will return to Husband all credit cards bearing his name.

6. Wife will pay all court costs and her attorney fee arising out of this action.

7. The parties agree to execute any and all documents which may be necessary to carry out the intent of this Agreement.

8. The parties acknowledge that this Agreement is intended to be a final settlement of all the property rights existing between them, and is a full discharge from all of the claims arising out of their marital relationship, and that each hereby remises, waives, releases and forever discharges the other from any and all claims arising out of their marital relationship, and 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 of the other parties' property, including, without limitation, dower, curtsey, statutory allowance, homestead, right to take against the Will of the other, inheritance, descent and distribution, or right to take as Administrator of Executor of the other's estate; and this Agreement applies to all property now owned by the Husband and Wife, or any other property either of them may acquire in the future. They further acknowledge that they have read this instrument in its entirety and have signed this instrument, and

that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the 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 entered into voluntarily.

Deborah Leigh Davis West
DEBORAH LEIGH DAVIS WEST

Terry M. West
TERRY MORRIS WEST

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DEBORAH LEIGH DAVIS WEST, with whom I am acquainted and acknowledged that she executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

Subscribed and sworn to
before me this 10 day of
April, 1986.

My commission expires 1-18-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named TERRY MORRIS WEST, with whom I am acquainted and acknowledged that he executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

Subscribed and sworn to
before me this 10 day of April
April, 1986.

My Commission Expires: 1/18/87

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff's maiden name of DAVIS be restored to her.

It is also ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED, this 22nd day of July, 1986.

JUDGE

APPROVED FOR ENTRY:

ROBERT F. SPANN
Attorney for Plaintiff
707 Nashville City Bank Bldg.
Nashville, Tennessee 37201
Phone: 242-2525

FEB 4 1 38 PM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

90510

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Decree to Mr. Terry Morris West, 907 Matthews Avenue, Nashville, Tennessee this 22 day of July, 1986.

ROBERT F. SPANN

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* July, *19* 86, *in Case Number* 86D-1073 *between* Deborah Leigh West *Plaintiff, and* Terry Morris West *Defendant, as same remains of record in Book* 154B, *Page* 1518 *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* 4th *day of* February *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 K. Hartman, *D.C.*

Form #GR-117