BOX 15
158A
634

FILED
1987 JAN -7 PM 3:47
GEORGE L. ROOKER, CLERK
K. Bedford D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

STEVEN D. SIMMONS	)	
	)	
VS.	)	CASE NO. 86D-2591
	)	
WENDY SHAW SIMMONS	)	

BOOK 7138 PAGE 280

FINAL DECREE

This cause came on to be heard on the 12th day of December, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce and testimony of the Husband in open Court, statement of counsel and the entire record, from all of which it appears that the parties have differences which are irreconcilable and that the Husband should be granted a divorce on those grounds.

It further appears to the Court that the parties have entered into a written Property Settlement Agreement, which is as follows:

94239

IDENTIFI REFERENCE

FEB 17 1 03 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between WENDY SHAW SIMMONS, hereinafter called "Wife" and STEVEN D. SIMMONS, 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 Husband instituted divorce proceedings against the Wife on the 27th day of August, 1986, the same being Civil Action No. 86D-2591 in the 4th 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 child custody rights, 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 Husband will proceed to obtain a divorce on the grounds of irreconcilable differences.

2. The parties are the parents of two minor children, to-wit, Patricia Virginia Simmons, and Elizabeth Ann Simmons. The parties agree that the Husband shall have legal custody of the minor children and further agree that Wife shall have reasonable and liberal visitation privileges with said children at such times and upon such terms as the parties themselves may deem appropriate from time to time, so long as Wife gives Husband at least 24 hours' notice of her intent to visit. Husband waives any right to child support from Wife at this time considering Wife's inability to pay.

3. Husband shall insure that the parties minor children are

covered by a policy of major medical and hospitalization insurance. In the event that there happens to be a lapse in coverage, it shall be Husband's responsibility for payment of all medical expenses during the lapsed period.

4. Husband and Wife own a condominium at 382 Monaco Drive, Hermitage, Tennessee, as tenants by the entireties. The parties agree that all right, title and interest to the condominium shall be vested out of Wife and vested in Husband, and that Husband shall be responsible for the payments on said condominium.

5. The parties have heretofore divided all articles of their household furnishings and 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

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

12. 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 21 day of August 1986.

Wendy Shaw Simmons
WENDY SHAW SIMMONS

Steven D. Simmons
STEVEN D. SIMMONS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

Wendy Shaw Simmons
Wendy Shaw Simmons

Sworn to and subscribed to before me this 21st day of August 1986.

Denise Carver
Notary Public

My Commission Expires:

7-26-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 7138 PAGE 285

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

Steven D. Simmons

Steven D. Simmons

Sworn to and subscribed to before me this 21 day of August 1986.

Adelaide V. Midkiff

Notary Public

My Commission Expires:

5-13-90

It is therefore, ORDERED, ADJUDGED AND DECREED that the Husband, Steven D. Simmons, be and he is hereby awarded an absolute divorce from the Wife, Wendy Shaw Simmons, bestowing upon him all the rights, privileges, and immunities of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written Property Settlement Agreement entered into by the parties as set out above herein is determined by the Court to be fair and equitable, and same is herein ratified, affirmed and approved by the Court in all of its terms conditions and provisions and is incorporated into this Decree and shall be enforceable as any other provisions of this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real property described in paragraph 4 of the Property Settlement Agreement shall be vested out of Wife and vested solely in the Husband, to be his alone, described in words and figures as follows:

> Being Lot No. 342B, Phase 2, Hermitage Villa Condominiums, as shown by the Master Deed and By-Laws of Hermitage Villa Condominiums, as of record in Book 6623, page 595, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said unit, together with an undivided interest in the common elements for Hermitage Villa Condominiums, appurtenant to said unit, as defined in the Master Deed and By-Laws for Hermitage Villa Condominiums.
>
> Being the same property conveyed to Steven Decker Simmons and wife, Wendy Shaw Simmons, from Hillsboro Property Management Co., of record in Book 6795, page 697, Register's Office for Davidson County, Tennessee.

Enter this 7th day of January ~~1986~~ 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

STELTEMEIER & WESTBROOK

BY: Robert L. Hudson

ROBERT L. HUDSON
Counsel for the Husband
2002 Richard Jones Rd., C-101
P.O. Box 150349
Nashville, TN 37215
Phone: 383-3327

BOX 15

BOOK 7138 PAGE 287

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Decree was mailed to the Wife, Wendy Shaw Simmons, 800 A Heritage Trail, Hermitage, Tennessee 37076 this 12th day of December, 1986.

Robert L Hudson

Robert L. Hudson

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* seventh *day of* January, 19 87, *in Case Number* 86D-2591 *between* STEVEN D. SIMMONS, *Plaintiff, and* WENDY SHAW SIMMONS, *Defendant, as same remains of record in Book* 158A, *Page* 634 *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* second *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 T. L. Rowland, *D.C.*

Form #GR-117